

1885-042 Chancery Causes: A. R. Surgener vs. William W. Sage &c
Lee Co.

Folder 1013

Dalton, Leacy, Graham, Lambert, Lowe, Bundy, Milbourn,
Wynn, Brasier, Young, Worley, Hill, Bailey, Miller, Gobble,
Bell, Andis, Sims, Anderson, Jones, Ely, Dickinson, Smith,
McDonald, Basker, Moore, Noe, Mileyham, Bundy, Whitehead,
Leasy, Wynn, Waller, Belcher, Bailey, Worley, Orr, Pridemore

CA-Debt
T-Property

-Deed

See also 1885-018 Andrew M. Ely for &c vs. William W. Sage &c

To the Honorable John A. Kelly Judge of the
Circuit of Lee County, Virginia

The Cross bill of A. R. Surgen
filed by leave of Court in the Chancery cause
then in pending of A. M. Cley for vs. against
William W. Sage and others. Humbly contain-
ing sheweth to your Honor. That on the 18th day
of November 1869 your orator with others became
the security of the William W. Sage as Sheriff
of Lee County, Va. That on the 20th day of Decem-
ber 1869 he with others became said Sage's
Security in another bond as Sheriff as
aforesaid. That on the 21st day of November
1870 he again with others became the surety of
the said Sage in another bond as Sheriff as
aforesaid. That on the 19th day of May 1870
he again became with others the Surety of the
said Sage in another bond executed by him
as Sheriff of said County. That again on the
18th day of January 1871 he became with
others surety for the said Sage in his official
bond as tax collector of Lee County for the year
1870. Copies of which bonds are herewith

Copies of which are filed herewith as part here
of, Marked (41) (42) (43) (44) (45).

Your Orator would further show your Honor
that by reason of said suretyship he has become
liable for, and has paid various sums of
money to divers persons amounting to \$
a particular statement and itemized account
of which, with direct reference to parties time
and Circumstance is filed herewith Marked
(46) Your Orator further represents to your
Honor that at the time he became the surety of
the said Sage in the several bonds aforesaid
he regarded him as solvent and all right
that said Sage often, and in the most posi-
tive manner asserted to your Orator that
he and all his Co-sureties should be so-called
harmless under all and every Circumstance.
Your Orator will now show your Honor that
on the 8th day of May 1871. the said Sage,
who was then the owner of much and valuable
real estate as well as personal property, with-
out the knowledge or consent of Your Orator
or any other of the beneficiaries of said Trust

so far as your Orator knows) made and executed
a Trust deed referred to in The Complainant's
bill as Exhibit (C) and referred to here as
an Exhibit with this bill by the terms of which
he secured or pretended to secure many of his
Creditors and among others his securities in
his official bond as Collector of Taxes for the
year 1870. That some days after the rec-
ordation of said Trust deed The Complain-
ant's judgment referred to in his bill as Exhibit (A)
was rendered. Your Orator will here show
your Honor that upon said Original bill of
A M Ely for do. vs W H Sage it also various pro-
ceedings were had to, as will more fully appear
by reference to the records of said Cause yet
remaining until the day of 187.

When a decree was pronounced directing a
sale of certain lands belonging to said Sage
all of which were embraced in the Trust deed
aforesaid, and under said decree sales were
made of some of said Tracts of land for a
more particular description of which reference
is here had, to the report of sale made by Com-

miscellaneous Pridemore filed with and so part of
the records of said Original bill: and the pro-
ceeds arising from said sale have been applied
to the satisfaction of the claim of the Plaintiff in
said Original bill. Your Orator will now
further show your Honor that ^{during the time} he was a surety of
the said Sags as aforesaid he said Sags was
the owner of the following Tracts of land not sold
by said Pridemore in the above styled cause
but which were embraced in said deed of Trust.
To wit a Tract containing 50 acres known as
the H. J. Ferguson Tract a tract containing 100
acres and known as the Sprinkle Tract &
Another tract containing 70 or 78 acres known
as the W. W. Sags home tract And also two other
tracts not embraced in said Trust deed one
of which contains 120 acres and known as
the Wallen tract and the other containing
acres and known as the Belcher tract
Your Orator will further show your Honor, that
the said William W. Sags was never clothed with
the legal title to either of the two last mentioned
tracts but that he was the equitable owner.

of both of them, and that being the equitable
owner thereof he procured the legal title holders
thereof to convey them to his son Harrison
Sage, and in pursuance of said procurement
Greenbury Wallen in whom was the legal title
of the Wallen tract conveyed the same by deed
bearing date on the 8th day of April 1872 to Har-
rison Sage and Ruth Belcher conveyed
the Belcher tract by deed bearing date on the
8th day of June 1872 to said Harrison Sage
copies of which deeds are filed with said
Original will marked respectively "E. & F." and
they are here referred to as part of this will.

Your Orator charges that these deeds were made
without valuable consideration to a young man
at that time without money or property, a son
of the said W. W. Sage, and to hinder delay and
defraud the honest creditors of the said Sage and
especially your Orator and others his sureties in
his several official bonds aforesaid. therefore
your Orator charges that these deeds are fraudu-
lent & void and that they should be annulled va-
cated and set aside. If mistaken in this

Your orator further alleges and charges that the purchase price of said two tracts of land was paid by the said William W Sage and that the said Harrison Sage is therefore but the Trustee of the legal title holding for the benefit of the said William W Sage. Your orator would now further show your Honor that one R. D. Young a brother in law of the said William W Sage is the pretended purchaser and Harrison Sage the pretended owner of the 70 or 78 acre Home tract, that the said R. D. Young claims to have purchased said tract from W W Brasier Trustee in the deed of Trust before referred to. Your orator alleges that said transaction sale and conveyance of said tract of land was in violation of the terms and provisions of said Trust deed, that the said sale and conveyance was in pursuance of a fraudulent collusion between the said W W Sage R. D. Young and the Trustee W W Brasier, that it is now held and owned through and under an equally fraudulent collusion upon the part of the said W W Sage R. D. Young & Harrison Sage.

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Your orator charges that said Tract of land
has remained and continued in the possession
use and enjoyment of the said William
W Sage all the time from the day of the execution
of said Trust deed to the present.
He further alleges that the said Harrison
Sage has not paid anything for said land
that the said R. D. Young did not and has
not paid anything for said land but that
the whole transaction from the start and
through all its intermediate steps is a fraud
ulent device and shameless trick to with-
draw the fund from the just creditors of the
said W W Sage and especially to defraud your
orator and his other securities whom by said
Trust deed he professed to intend to advance
and secure. Again your orator alleges that
said R D Young did not pay anything to said
Trustee for said land either at the time of the
Sale and conveyance or at any other time
and he further alleges that if any payments
toward the purchase price of this land were
ever at anytime to any person made that

The Means to make said payments were furnished by the said W W Sage, either directly or indirectly. Your orator further charges and alleges that both R D Young and Harrison Sage had full and ample notice of the indebtedness of the said W W Sage. That they had full and complete notice of the A M Coys Judgement. That they had full and complete notice of the liability of the sureties of the said W W Sage in his several official bonds. That they had full and complete notice of his default upon the State revenue and County Levy and that they each had full notice of his intent to hinder delay and defraud his creditors and sureties. Your orator will further show your Honor That said W W Sage on the 6th day of February 1872 conveyed to James Worley the 50 acre Ferguson Tract & the 100 acre Sprinkle Tract. Your orator alleges that said Worley took this conveyance with full notice of the lien of your orator & the other beneficiaries in said

deed of Trust because both of said Tracts were
embraced in said Trust deed. He further alleges
that said Worley had actual notice at the time
he took said conveyance that it was the inten-
tion of said Sage by said conveyance to with-
draw said Tracts of Land from the reach of
his Creditors and get them into his own hands
and that he only used the said Worley or intend-
ed to use him as a mere conduit for that
purpose hence your orator charges that said
Conveyance was fraudulent and void. The deed
by which this land was conveyed is filed by the
Pliff with his bill marked (D) and is here re-
ferred to as part hereof. Your orator
will now show that the Judgement of Ely for 100.
was for the sum of \$100. and constitu-
ted a lien upon all the lands herein referred
to being the 7 Tracts embraced in the Trust deed
and the Wallum & Belcher Tracts while
your orator only had a lien by virtue of the
Trust deed on the 7 Tracts embraced therein.
and a lien by reason of the Judgement in favor
of the Commonwealth on any such lands

as were owned by the Plaintiff on the 20th
day of March 1873. the date of its rendition
and your Orator will now show that upon
said last named date the Bullen + Belcher
Tracts had been conveyed to Morris on Sage
the same tract to R. D. Young & the Sprinkle
+ Ferguson tracts to James Morley. Thus it is
seen that your orator has a right to be substi-
tuted to the lien of the said Ely's judgment
against the lands aforesaid (that is the Bullen
tract Belcher tract same tract Sprinkle tract
+ Ferguson tract. the said Ely for so having
had a lien upon all and nowing subjected
to the payment of his judgment the lands
upon which your Orator had a lien both by
Trust deed & judgment. and your orator
is advised that by reason of the consent decree
entered in said original case this right is
conferred to him, and those ^{who} occupy the same
relation as himself. Your orator and his
co-sureties have paid sundry judgments
against the said Sage and themselves & his
sureties which he is advised were and are

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Lien on said lands and is ordered that
the same are entitled to be substituted to the
Lien of said Judgement Creditors. Copies of
which Judgements as paid are herewith filed as
part of record (A7) Your orator alleges
that these several instruments together with the
Judgement in favor of the Commonwealth are now
all Lien upon all the lands formerly owned
by W. W. Sage. That the conveyances to R. D.
Young, Horrocks, Sage & James Worley were
made with the purpose & intent to frustrate
these Liens to hinder delay and defraud said
several Creditors in the collection of their Judgements
as well as to defeat your orator's Lien under
the Trust deed aforesaid and also to hinder
delay and defraud other just Creditors
of the said William W. Sage whose claims
had not at the time of said conveyances been
prosecuted to Judgement and your orator
here charges that all these facts to wit the
Judgements the Trust deed and the Claims
debts & liabilities of said Sage and his in-
tent to hinder delay and defeat the Collec-

From these facts well known to each of
said aliases before and at the time of
the conspiracy to him, and in furtherance
that said aliases knowingly participated
and aided in the perpetration of said fraud
Your brother now alleges that all the liabilities
incurred by said Sage as Sheriff and as
Tax collector have now been paid and dis-
charged by his surties personally except
the judgment in favor of the Commonwealth
against him as Tax collector & of that your
brother now said his full part for which he has
a full discharge & acquittance and a judge-
ment in favor of said Commonwealth by
Jury Dickman, and upon this last judge-
ment he has made large payments.

Your brother will now claim & so contend
he is largely in debt, of his Co-sureties
in the said several bonds executed by the said
Sage as Sheriff & Tax collector, in payments
made upon the liabilities incurred by said Sage
in his official capacities as aforesaid, and he
now charges that they are liable and should

A. R. Surgenor
73 1/2 Ind. Cent.
N. Y. State, at el
N. Y. State

That the Court

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order of



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Surgeon per-
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my hand this
1883.

Wm. Hyatt

Clerk

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11 Aug. 1894. Field

Lepidoptera

After the winter

1870: George F. Jones

1900

To the Hon John H. Kelly Judge of the Circuit Court
of Lee County Virginia

The Separate Answer of Thomas S. Ely Sheriff and as
such administrator of the estate of Hiram Ely lately dead, to
a cross bill now pending in your Honor's court, filed by A R
Surgener against respondents intestate & others and revised
in the name of this respondent as the representative of said
Hiram Ely dead. This respondent reserves to himself the
benefit of all legal and just exceptions to said Cross bill which
he may see proper to make at the final hearing thereof, and
for answer thereto or so much thereof as he deems it material
to answer. Answering he says, that he supposes it is true
that his Co-defendant W. H. Sage was appointed Sheriff of
the county of Lee in the Spring of 1869 and continued
to act as such until the first day of January 1871. when
his term of office expired, and he supposes it is likewise
^{true} that said Sage as such Sheriff during that period executed
five Separate and distinct bonds with such sureties ^{as} deemed
good and sufficient at the time, for the faithful discharge by
him of the duties of that office. And respondent supposes that
it is also true, that his intestate the said Hiram Ely became
bound as one of said Sage's sureties by signing one of said bonds
dated Decr. the 20th 1869 and that he continued so bound until
the 21st day of March 1870 (being ~~a little~~ more than 3 months) at
which time the said Sage was required by the County Court of
Lee county, to execute a new bond or be removed from his said
office, and this respondent here states that such new bond was
then and there executed by said Sage with such sureties as

was accepted as good & sufficient by the court. But in this last mentioned ^{bond} respondent's intestate did not join nor did he sign any other bond than the one dated Decr the 20th 1869.

Your respondent is advised that his intestate's estate is not bound for any of the official acts or liabilities of said Sage as such Sheriff prior to said 20th day of December 1869 nor is it so liable for any of his official acts after the 21st day of March 1870. And for the period of time intervening between Decr. 20th 1869 and March 21st 1870 respondent supposes his intestate's estate is liable along with the solvent securities in the bond of Decr. 1869, for the official acts and conduct of said Sage during that period, and for all his defaults which legally attach to his official acts during that time. But respondent denies the fact, that his intestate was liable for any of such official acts before Decr. 1869. And was not and is not liable for any of such acts or defaults of said Sage since the 21st day of March 1870 and that his suretyship ceased and terminated forever on said last mentioned day.

Respondent having now answered as fully as deemed material prays hence to be dismissed with his cost.

Ayers & Morgan for
Respondent &c

Thos S Ealy as Shiff admr. of
Hiram Ealy dead

Ads } Answer

A. H. Surgenor

From 19 Jan 1842
J. H. H. H. H. H.
H. H. H. H. H.

To the Hon John A Kelly Judge of the Circuit
Court of Lee County Virginia

The Separate answer of Andrew J. Bailey
to a Crops bill filed in this Honorable Court in the chancery
cause of A. M. Ely for. against H. H. Sage and others, by
A. R. Surgenor against him and others, Respondent
rescinds to himself the benefit of all legal and proper
exceptions which he may see fit to make ^{to said bill} on account
of the many statements therein contained, for answer
thereto or so much thereof as he is advised it is material
for him to answer answering says that he suffices
it is true that he with others on the 20th day of April
1869 became bound as the securities of his co. debtors
who was then Sheriff of the County of Lee for the faithful
discharge of the duties of that office and that he
continued so bound until the 18th day of Nov. 1869. when
said Sage gave a new bond as such Sheriff, and his
former securities were thereby released from all further
liability on account thereof and respondent is willing
to share with his co. bondsmen in all losses sustained on
account of defaults and liabilities of said Sage for the
period intervening between April 20th and Nov. 18th 1869.
and he is willing that an account be taken as between
himself and his co. obligors in the bond dated April the
20th 1869 of the liabilities and losses properly and legally
chargeable to the parties in said bond; Respondent
will further state that he is not liable for any of the
official acts and conduct of said Sage from the 18th day
of Nov. 1869 until the 21st day of March 1870 when

he with others again became bound as he supposes for the official acts and doings of said Sage as such Sheriff, and that he continued so bound until the 19th day of May thereafter on which last mentioned day the said Sage as such officer was required and did execute another bond in which this respondent did not join and by the execution of this last bond, respondent was again released from all further liability on the said bond dated March 21-1870, and with his co obligors in this last mentioned bond, this respondent is willing to have an account as to the liabilities of said Sage which legally attaches to his official acts during the period from March 21st to May the 19-1870 and from this last named date this respondent is advised he is not liable as one of said Sage's sureties as such Sheriff until the 18th day of January 1871 when he again with others became the third time bound as such surety, but this bond was only executed as he is advised in order to enable said Sage to collect the taxes and county levy for the year 1870 and his ^{said Sage's} liability and those of his bondsmen under this last named bond, are by the laws of the land restricted and confined to his defaults in collecting and paying over the revenue and county levy for that year.

And with these last sureties respondent will doubtless be required to account for his due share of the loss incident thereto. As to the three other bonds executed by said Sage during his continuance in office and which this respondent did not sign this respondent cannot be

held to account for any part of the liabilities which
attached to the official acts of said Sage during
the several periods they were respectively in force.

The Petition in the crop bill seeks to sell certain lands
now owned by said Sage and to have the proceeds
applied to the relief of his surties, and in his
prayer for that object, this respondent most heartily
joins. Respondent having now answered as
fully as he is advised is material prays hence
to be dismissed with his reasonable costs.

Byes + Morgan

I do swear that the statements in the foregoing and on
so far as made on my own knowledge are true as I
believe, and so far as made on information received
from others I also believe to be true so help me God.

Sworn to before me by H. J. Bailey

H. J. Morgan Comr.

March 29 1881.

Andrew J. Bailey

Ad. } Separate Answer

~~S. R. Lingen~~

Filed Sept 1st 1881.

Just W. Orr Clerk

To the Hon John A. Kelly Judge of the circuit court
of Lee County Virginia.

Charles M. Hill and Dickinson Goble two of the
defendants to a cap bill filed against them & others
by A. R. Suggener in the chancery cause of A. R.
Suggener against Wm. W. Sage & others still pending in this
honorable court. would respectfully show unto your
court by way of answer to said cap bill or so much
thereof as they are advised it is material for them
to answer. answering they say, that they suppose it
is true that they with others on the 21st day of March
1870 became bound in a bond bearing that date as sureties
of William W. Sage then high sheriff of the county of
Lee, for the faithful discharge by him of the duties of that
office according to law. and that they remained so bound
as such sureties until the 19th day of May 1870, on
which last mentioned day, the said Sage as such Sheriff
was reelected by the county Court of Lee County then sitting to
execute a new bond & he removed from said office
which new bond was on said last mentioned executed
by said Sage with such sureties as said court accepted
as good and sufficient, but in this last mentioned bond
these respondents did not join or become bound in any way,
but on the contrary they were from that ^{time} forward ^{act.} liable for
the official acts or doings of said Sage as such Sheriff

These respondents admit the fact, that they with their co. obligors in the bond before referred to dated March 21st 1870 are liable for all the defaults and liabilities made and which properly and legally attach to the official acts of said Sage as such Sheriff from the 21st day of March 1870 to the 19th day of May 1870, and they are willing that an account be taken of the defaults and liabilities of said Sage during that period, and such as properly and legally attach to his official conduct during that period be charged to and equalized among the solvent parties in said bond dated March 21st 1870. But these respondents deny that they are liable in any way for the official acts of said Sage prior to the 21st day of March 1870 nor are they in any way liable for his official acts after the 19th day of May 1870.

These respondents will here state that the Court record of Virginia about the month of March 1873 obtained in the City of Richmond before the Circuit Court there, a judgment against said Sage as such Sheriff, these respondents to the writ signed the said bond dated March 21st 1870 for the balance of the three years of the land property and Capitation Taxes due the State of Virginia from said Sage as such Sheriff for the year 1870 which had not been paid into the Public Treasury at the time the same was obtained, together with cost interest and damages, and the precise amount of this judgment these respondents do not now remember.

This judgment has not been paid as yet, and these respondents have not paid anything thereon, but they say he hereafter conspired to pay the balance due thereon, and if so the same will have to be accounted for by the sheriffs in said bond dated March 21st 1870. But these respondents deny that they were - at the time said judgment was rendered against them legally or morally bound to any part of the taxes or fines of the County of Lee collected by said Sages for the year 1870. The year for which said default occurred which they will now proceed to show by the following statement of the facts in relation thereto. The said Sages was appointed Sheriff of said County by the Military Authority of the State of Virginia in the Spring of 1869. And the term of Sheriff at the time commenced according to law on the first day of January of that year, and continued for two years ending January 1st 1871. The assessment of the taxes of this County for the year 1870 was ^{not} completed until about the first of Jan 1871. The time when said Sages term of office expired. And the question was raised as to who should collect the taxes due for the year 1870. Whether the old Sheriff's term of office had then expired, or the Sheriff County Treasurers whose term of office commenced on the first day of January 1871. And the General Assembly of Virginia then in session by an act approved January 5 1871 settled these questions by authorizing the old Sheriff whose term of office had expired Jan 1 1871 to proceed to collect the taxes due for the year 1870.

and rest. that your honor rectitude and the rectitude
of said judgment will change the sense upon the
securities of said Sage in the bond dated January 18th 1871.
wherein same ought justly and legally to fall.

These respondents having answered as fully as
demanded material may hence to be described with other costs.

By us - Morgan for Respondents

Hill & Gobble

Ads. } Joint Answer

A. R. Surgenor

Ans. } 1/2

1/2

Feb 1/30

To the Hon. John A. Kelly Judge of the circuit Court
of Lee County Virginia.

The joint answer of A. R. Anderson and James
F. Jones to a cross bill filed in this Honorable Court against
them & others by A. R. Surgenner. These respondents reserve
to themselves the benefit of any and all exceptions which
they may be entitled to, as to said cross bill on the final
hearing thereof, for answer thereto or so much as they are
advised it is material for them to answer, answering say
That they suppose it is true that their co defendant Sage
was Sheriff of the County of Lee during the years 1869 & 1870
and they are advised that his regular term of Office expired
with the last day of the last mentioned year, and they
^{are} also informed that after his regular term of Office had expired
the Legislature of Virginia then in Session by an act approved
January 6th 1871 ^{of whom said Sage was one} authorized the old Sheriffs of the State to go
on and collect the Taxes and Lices, which had just been
repealed, for the year 1870, and as fact thereof had then been
collected, but before doing so they were required in all
cases where the several County Courts should require the
same to be done to execute a new bond with proper security
and cautions, And these respondents aver that as to said Sage
the County Court of Lee County did require him to execute
such new bond with good and sufficient Security, in order
to entitle himself to collect the Taxes and Lices of this County
for the year 1870 as required by said act. And these

respondents here state that said Sage on the 18th day of January 1871 executed such new bond as was required by said county court and in conformity to the act aforesaid.

These respondents are advised, and hence charge that it was the intention of the Legislature of Virginia by the passage of said act to make the sureties of such old Sheriffs as might be required by the several courts aforesaid, to execute such new bonds, when the same should be so executed, liable for all Taxes and levies which they should collect for the year 1870 and after the execution of such new bonds, and not pay over to the proper parties and to release from liability on account of such Taxes and levies for the year 1870 all sureties of Sheriffs who had become such prior to the passage of said act. In other words the sureties of said Sage who signed his bond dated January the 18th 1871 are liable for all the official acts and defaults of said Sage happening or occurring after the 18th of January 1871 in relation to the collection and paying out of the State Taxes and County levies for the year 1870. And these respondents here charge that all the defaults and liabilities of said Sage growing out of the collection and paying over of the Taxes and levies for the year 1870 happened and occurred after January 18th 1871. the date of said last named bond.

These respondents here state that during said Sages regular term of office which commenced in 1869 and ended with the 31st day of December 1870 he executed five several bonds as such Sheriff. The first is dated April 20 1869. The second Nov. the 18th 1869. The third Decr the 20th 1869. The fourth March 21st 1870.

under the 5th and last May 19-1871. And his said bond as collector of Taxes and Levies, as before stated is dated Jan 18 1871.

These Respondents admit the fact that they became bound with others as said Sage's Sureties by signing said bond dated May 19-1870. and that they continued so bound until his regular term of service expired which was on the 31st day of December 1870. And during this period they admit themselves along with others to be ^{liable and} bound for the official acts of said Sage as such Sheriff. And for his defaults during that period they hold themselves answerable along with the others who signed the said bond dated May 19-1870.

These respondents deny that they are in any way liable for any of the official acts of said Sage before the 19th of May 1870. And they also deny that they are in any way liable for any of his official acts as collector of Taxes and Levies after the first day of January 1871.

Your respondent James F. Jones as one of the sureties of said Sage in said bond dated May 19-1870 has paid out in liabilities of said Sage the sum of \$125.27. as shown by these receipts herewith filed marked A.B. B.C. & A.D. and arrangements have been partially made by which he expects to pay out further sums in account of said liabilities, and when the same shall have been done, he will produce evidence thereof and of the additional amount so paid.

Your respondent A. R. Anderson has already paid out considerable sums as one of said Sagar's debts on account of his liabilities and he expects soon to pay out other large sums and when the same shall have been done he will produce full and satisfactory ^{proof} of all these his payments.

Your Respondents will now state that the Auditor of Public Accounts on behalf of the Commonwealth of Pa. about the 20th of March 1873 took judgment in the circuit court of the City of Richmond against these respondents and others who signed the said bond dated May 19th 1870 for One fourth part of the land property and capitation Taxes due the Commonwealth from the County of Lee for the year 1870. no part thereof having been paid by said Sage, and it is on this judgment that a considerable part of the money which these respondents have paid, and are to pay, have been applied. These Respondents are advised that they were not liable at the time. ~~The motion~~ was made by said Auditor which resulted in said judgment, for any of the Taxes due the State from the County of Lee for the year 1870 all of which was collected by said Sage after June 18 1871 the date of his said bond expressly executed to enable himself to collect the Taxes and levies for that year, and if they are now liable at law for said judgment, it is because they have suffered a judgment to be rendered against themselves without making any defense.

Both your Respondents are advised that it is competent
for a court of equity in cases like this to place the liability
where it in justice and of right must ultimately rest, and
respondents here charge that the securities of said Sage
in his said bond dated January 18-1871. are liable
and legally chargeable with all the taxes and fines collected
by said Sage in said county of Lee for the year 1870 and
not paid over according to law. And that these respondents
are not liable in a court of conscience for any part thereof.

These respondents having answered as fully as deemed
material peray since to be desiring with their costs.

Wm. H. Hays

We do swear that the facts stated in the foregoing answer so
far as made on our own knowledge are true and so far as
made on information derived from others we believe to be true
so help us god.

Anderson & Jones

as { joint Answer

A. R. Surgenor

Dec 1. 1892

W. H. Surgenor

To the Hon John A. Kelly Judge of the circuit
Court of Lee County Virginia

The Separate Answer of Wendell H. Roe to a
cross-bill filed in the Original Cause of A. Kelly for
against William W. Sage & others, by A. R. Surgeson
against him and others would respectfully show
unto your Honor, by way of answer to said crossbill

That he with others on the 18th day of Nov. 1869
became bound with his co-defendant W. W. Sage then
sheriff of the County in a bond conditioned for the
faithful performance of his duties as Sheriff of said
County of Lee, and that ^{the} respondents and others
who signed the bond of that ^{date} continued so bound for
the faithful discharge of the duties of said office by said
Sage, until the 20th day of December thereafter,
and that on that day the County Court of Lee County
required the said William W. Sage as Sheriff of
said County to enter into and execute a new bond
according law. which said Sage accordingly did

This respondent therefore her States that by the
execution of this new bond dated December the 20th
1869 his liability as such surety ceased & terminated
pross as to all the official acts and doings of said
Sage thereafter as such Sheriff, and this respondent
and those who signed the bond dated Nov. the 18-1869
are in law only bound and can only be held liable
either in a Court of law or equity for the official acts
and conduct of said Sage as such Sheriff from the
18th day of Nov. to the 20th day of December 1869

a period of 32 days only, and for this period of time this respondent admits himself liable along with his co obligors of that date, for all the defaults and liabilities incurred by said Sage, ~~as~~ which legally attached to him during said 32 days.

Yours respondent here states however that he knows of no default or liability incurred by said Sage during said period, and he does not believe that such liability or default was in any way incurred or attached to the official acts of said Sage during said period. And if correct in this then this respondent is in no wise liable to be called upon by the plaintiff or any one else for contribution or to bear any part of the loss sustained by others as the surety of said Sage in ^{his} various bonds as Sheriff and Tax collector for the County of Lee.

This respondent cannot be held liable for the official acts of his co defendant Sage as such Sheriff prior to the 18th day of Nov. 1869 nor can he be held liable for his ^{said Sages} defaults and liabilities after the 20th day of December 1869 as before stated.

This respondent knows of no good reason why the Plaintiff in the crop-bill should not call upon his co sureties who are liable under the law for contribution to contribute their due proportion of the loss sustained by each set of sureties in the several bonds referred to in the Peffs crop-bill. Nor does this respondent know of any reason why the Peff for himself and

his co-Sureties who have suffered and are liable
still further to suffer to seek to reimburse themselves
out of the property of said Sage where duty it was
to save them harmless in the premises

This respondent hereby denies each and every
statement in the plaintiffs bill looking or tending
to charge him with any liability further than
his herein admitted to be liable and having now
answered as fully as he is advised is material
to answer he prays hence to be dismissed with
his reasonable costs

Ayerst & Morgan for
Respondent Doe

Randolph Soc

Also } Separate Answer

A. R. Surgenor

Filed, Apr 1st 1881.

John W. Clark

John A. Moore & Co. vs. John A. Moore & Co. vs. John A. Moore & Co.
of Lee County, Virginia

The Separate Answer of John A. Moore to a cap
bill filed in this honorable court against him and others
by H. B. Sengerson which cap bill is filed in the name
of J. M. Elly for & against William H. Sengerson and
others in open session court. This respondent reserving
to himself the benefit of any and all legal exceptions which
he may be entitled to in a final hearing of the cause, for
answer thereto it so much thereof as he is in debt it is
material for him to answer answering he says that he
supposes it is true that his co defendant W. H. Sengerson
was appointed by the vesting authority of the state of Virginia
in 1869. Sheriff of the county of Lee and that he continued
to act as such until the first day of Jan 1871. when his regular
term of service as such Sheriff expired, and he supposes it
it is also true that his co defendant Sengerson after the first
day of January 1871. collected the Taxes and dues of said county
of Lee for the year 1870. but supra saying so this respondent
is ignorant and believes that said Sengerson was authorized by
the county court of Lee county to execute a Special bond in
order to entitle himself to collect the Taxes and dues for the
year 1870. after his term of office had expired and that
such new bond was executed by said Sengerson in conformity
to an act of the General Assembly of Virginia passed January
the 6th 1871.

This respondent admits the fact, that he with others became bound in the securities of said Sage as such Sheriff on the 18th day of Nov. 1867, and that he continued so bound until the 20th day of Dec. 1869, when this respondent succeeded said Sage by force of writ to the county and of the County and said Court then and there required said Sage as such Sheriff to execute a writ and to be removed from his office of Sheriff and such writ and removal and there executed by said Sage with such dispatch as said Court accepted, signed and sufficient.

This respondent admits the fact that he with his co-obligors in the bond dated Nov. 18th 1867, are liable and are jointly chargeable with said Court with all the defaults and liabilities of said Sage in his official capacity as such Sheriff which he may have incurred or which legally and properly attach to his official conduct from the 18th day of Nov. 1867, to the 20th day of Dec. 1869. But your respondent is unable and believes that he is not by reason of said Sage's duties as such Sheriff to be held responsible for any or the 20th day of Dec. 1869, (the day when said Sage executed his third bond).

This respondent here alleges that he is not liable and cannot be held to account either in a Court of Law or equity for any of the defaults or liabilities which said Sage as such Sheriff may have incurred or which legally and properly attach to the 18th day of November 1867, but is he so liable for any such defaults and liabilities after the 20th day of Dec. 1869.

June 15th 1874

Received of John A. Moore Forty
eight Dollars on an Execution in my hands
in favor of W. B. Graham for &c against
William W. Sage and his Secutors. and on the 14th
day of June 1874. Received by the hands of W. C.
Moore for John A. Moore the sum of Fifty five
Dollars on the same Execution above mentioning.
Making the sum of One hundred & four Dollars
W. A. Baker Esq for
G. L. Hamblett & Co

W. Stm. Bahig
No. 11. 11. 11.

(6)

And Respondent is willing to account with his obligors in
the Court dated Nov. 18 1867 for all the deposits and liabilities
which Respondent now legally attached to the official acts of said
Sage as such Sheriff from and last mentioned date until
the 1st of Decr 1867. And Respondent is now willing
to account for everything within the legal right of man.

Respondent will further state that a sum of \$1000 was
deposited which said Sage increased as such Sheriff during
the present term held he was called upon and forced to pay
out as one of said Sage's securities the sum of \$104.00 by which
he was paid on the 5th of June 1874 and \$55.00 on the
17th of June 1874 and a receipt of the Deputy Sheriff of
Lee County showing these payments was heretofore filed as a
part of this case was examined (to) and Respondent says
that his co obligor in said bond dated Nov. 18 1867 says he
is willing to bear the due performance of this life.

Respondent further says as above as fully as he can
maintain for a part of his bill he is now paid and he claims
his reasonable costs.

Agnes M. H. J. D. J.

That.

I do swear that the facts stated in this answer so far as made

my own knowledge are true and as far as made information
obtained from others I believe to be true so Respondent swears.

Given to before me by John H. H.

Col. John B. Hunt

Side } Separate Viewers.

H. H. Surgeon

Plan for 1842
1843

To the Hon. John A. Kelly Judge of the Circuit
Court of Lee County Virginia

William M. Donald a defendant to a crop bill
brought and filed in this Honorable Court against him
and others by A. R. Seegerman in the Ramsey
cause of A. M. Ely for against William M. Sage &
others, Says that he is advised that the plaintiffs
crop bill is not sufficient in law for the plaintiff
to have and maintain his said bill against him, and
he therefore demurs thereto and as cause for such
demurrer he says that the bill is not jointly bound
with him, and became bound only after this respondent
into liability as one of defendant Sages Secretaries had
ceased forever, and on this his said demurrer he
seeks the judgment of the Court, But not waiving
his said demurrer, but relying thereon if any other
or further answer is required of him answering
he says that he supposes it is true, that he with others
on the 20th day of April 1869 became the Secretaries of the
left, W. M. Sage then high Sheriff of the county of Lee
for the faithful discharge of the duties of that office
according to law, and that he continued so bound until
the 18th of November 1869 when this respondent as
such Secretary by proper notice Surrendered Said Sage
as such Sheriff to the County Court of Lee County then
sitting, and thereupon said Court then and there requested
said Sage as such Sheriff to execute a new bond with
approved surety or he removed from his said office
which said new bond said Sage then and there executed

1815.

July 19th

"511"

Received of Wm McDonald, twenty three
dollars and ^{eight} ~~fifty~~ cents the amount of interest
principal interest, costs, and Shffs commission
that he holds against me in favor of S. W. M. Ferguson
for Henry H. Ferguson, as security for W. W. Sage
in his official bond as Sheriff.

The Sd. S. L. C.

(A)

Sept 25 1881
The Council.

Whereupon the said County Court then and there by
the order aforesaid, released this respondent and his
co-obligors in said bond dated April 20th 1869, from
all further liability as Sureties of the defendant Sage.

This respondent admits that he with his co-obligors in
the bond dated April 20th 1869 are liable for the
official acts of said Sage until the 18th day of Nov. 1869.
But not afterward, and that for his defaults during
that period, and liabilities which he may then have incurred,
or which legally and properly attaches to his official
conduct during that period, he has all along and now
holds himself answerable and accountable, and is
willing to bear his due proportion of the loss sustained
thereby. But he is not willing, and he is advised that
no court, either of law or equity, can or will hold him
accountable for the official acts of said Sage after the
18th day of Nov. 1869. This respondent will now
show your Honor that he is not of a liability which
attached to said Sage & which he incurred during
the aforesaid ^{period}. That he was called upon and did pay the
sum of \$23.80 on the 19th day of July 1875 in a judgment
and execution in favor of G. H. Ferguson for which
judgment therefor had been rendered against said Sage and
some one or all his Sureties in said bond dated April
20-1869 as will be seen by a receipt herewith filed as
a part of this answer marked (A) used on the 19th day
of Oct. 1875. This respondent is a Soldier and is
as shown by a proper herewith filed marked (B)
said the further sum of \$91.08 ^{both of which sums}
this respondent was compelled to pay as the surety of
said Sage & from his property sold to pay the same.

sum of \$1000 & eight cents in full of
 an execution in my hands in
 favor of L. W. Carter ^{vs} John
 W. Sage & his securities in his official
 capacity for the amount by him said
 Sage collected by virtue of his
 office as sheriff of the county of
 all the execution in favor of said
 Carter ^{vs} John W. Sage & his securities
 which said sum said
 Sage had failed to pay over, when which
 said sum was in favor of said Carter
 against Sage's securities in his official
 capacity ^{and upon which} the payment is made is
 in full of said L. W. Carter ^{vs}
 John W. Sage & his securities
 B. W. Barker & A. J. Bailey, Oct-19th 1875
 Wm. H. H.

Two, by Smith
to the
from the annual

(13)

This respondent is willing that no objection to an account being taken between himself and his co obligors in the said bond dated April 20th 1869 of the ~~debts~~ and sums paid & to be paid by the sureties of said Sage on account of his defaults and liabilities incurred between April 20 1869 and Dec. 15/69 and the same apportioned out among all his Solomon sureties in that bond. But he is not willing to account with any other set of such sureties after Dec. 15/69.

This respondent knows nothing personally of the transactions of said Sage in selling and conveying or purporting to sell and convey the several tracts & parcels of land to his sons and other relatives referred to by the Pff in his Cap bill, but this respondent believes them to be fraudulent and made with a view of placing the property of said Sage in the hands of his relatives so that he could enjoy the same ^{they} ~~and~~ at the same time be out of the reach of his creditors and sureties. This respondent therefore joins ⁱⁿ the prayer of the plaintiff praying that said sales be set aside and held for naught, and that the same be decreed to be sold for the benefit of said Sage's sureties who have suffered so much on account of his defaults and liabilities as said Sheriff.

This respondent having now answered as fully as he is advised it is returned to answer he hereby expressly denies each and every statement in the Pff's bill which seeks to charge & make him liable for any of the rapes sustained by any one beyond what is herein admitted.

Respondent now says to be hence discharged with his
reasonable costs.

Miller & Ayres & Morgan

I do swear that the statements in the foregoing answer
are true so far as made on my own knowledge and
so far as made on information derived from others
I believe to be true so help me god.

Wm. McDonald

Sworn to by Wm. McDonald

Henry J. Morgan Comr.

William McDonald

ms { Separate Answer

to R. L. Lippincott
Filed, Apr 1st 1881
per W. O. Clark

82.60.1

To the Hon John A. Kelley Judge of the Circuit
Court of Lee County Virginia

The answer of Russell J. Milham to a cross
bill exhibited in the chancery cause of A. M. Ely for
+ against William W. Sage & others by A. R. Surgenor
against him and others. This respondent answering
to himself the benefit of all just and proper exceptions
to said cross bill for answer thereto or so much there-
of as he is advised it is material for him to
answer, answering says that he supposes it is
true, that he along with sundry other persons, on
the 20th day of December 1869 became the
Sureties of William W. Sage then high Sheriff of the
County of Lee in his bond of that date for the faith-
ful discharge of the duties of that office by said Sage
and this respondent continued so bound for the per-
formance and discharge of those duties by him until
the 21st day of March 1870. at which time some
one of his said Sureties surrendered him to the county
court of Lee County then sitting and said court then
and there required said Sage as such Sheriff to
enter into and execute a new bond or be removed
from the office aforesaid. And this respondent avers
that said Sage on said 21st day of March 1870 did
execute such new bond with Sureties approved by
said County Court of Lee County. And from thence
forward these new Sureties became bound for the
official conduct of said Sage as such Sheriff. This
this respondents liability as one of said Sages Sureties

commenced on the 20th day of December 1869 and terminated forever on the 21st day of March 1870.

This respondent here states that he knows of no liability or default of said Suge during said period, nor does he believe that such default was made, or any liability incurred by said Suge during that time for which this respondent and his co-obligors in said bond dated Dec^r 20th 1869 are liable. But if such liability is clearly shown to have been incurred by said Suge, or legally attached to him as such Sheriff during the period intervening between Dec^r 20th 1869 and March the 21st 1870 then this respondent admits his liability to account with his co-obligors, and to shoulder his due proportion of these losses. But beyond this he utterly denies the plaintiffs right to call upon him to account for anything or to any one.

This respondent here alleges that he is not either in law or in equity in any way liable for the official acts and conduct of said Suge as such Sheriff prior to the 20th day of December 1869 and is he so liable after the 21st day of March 1870.

This respondent knows of no good reason he could urge why an account should not be taken as between himself and all those who signed the bond dated Dec^r 20th 1869, of said Sugers liabilities and defaults, and consequent losses of his bondsmen if any during that period. But he is utterly unwilling to account with any other set of such securities either signed Dec^r 20th 1869, or after March 21st 1870.

This respectful leaving now answered as fully
as he is advised it is needless for him to answer
further to the same diminished with his costs

August Morgan

I do swear that the statement of any fact set out in
the foregoing answer so far as made upon my own
knowledge is true and so far as made upon infor-
mation derived from others I believe to be true
so help me God.

R. J. Williams

Sworn to before me by

R. J. Williams

A. J. Morgan Clerk

Russell J. Milsam

Ads } Separate Answer

A. R. Sangerman

Filed Apr 1st 1881

Per Wm. Clark

To the Hon John A Kelly Judge
of the Circuit Court of Lee County

The Separate demurre
and answer of James Worley
to a bill of complaint exhibited
in this honorable court against
him and others by A. R. Senger

Respondant says plaintiffs
bill is not good and sufficient
in law wherefore &c

But if any other or further
answer is required respondent
answering says, that he suppo-
ses it is true as alleged in the
plaintiffs bill that respondent
became the surety for W. W. Sage
as sheriff of Lee County in his
official bonds along with the
said plaintiff and others as
alleged in his bill and as
reported by Coun W. A. Orr, but as
he has not examined the original
bonds and a long time has elapsed
he reserves the right to correct

error there may be in his statement here made, Respondant further answering says that he supposes it is true that he will be jointly liable for any sums that the plaintiff may have had to pay on account of the said Sages default, which were made during the time your respondent was liable by reason of having executed bond with him for the faithful performance of his duties as Sheriff as aforesaid, but your respondent requires strict proof of every and every item that plaintiff seeks to charge him with, not only that the same is just and has been paid by plaintiff but that the default for which the payment was made occurred during the period of time your respondent was liable by reason

of his said suretyship.

Respondant further answering says that he paid out upon the liability resting upon him the sum of Eighty two dollars and forty cents in addition to the sum of Five hundred dollars which is mentioned by Comr W. A. Orr. in his report and which will be fully referred to hereafter.

Your respondent further answering says that it is true that the said W. W. Sage conveyed to him the two tracts of land as charged in plaintiffs bill one known as the 50 acre Ferguson tract and one known as the 100 acre Sprinkle tract but respondent expressly and emphatically denies that it was fraudulently conveyed or accepted in so far as your respondent is concerned respondent denies that he had

any notice whatever that W. W. Sage intended to defraud his creditors or securities by making the sale to respondent, on the contrary respondent does not believe that the said Sage had any intention of defrauding any of his creditors or any one else at time of said conveyance, and at all events your respondent did not know of or intend any fraud whatever when he took the said conveyance and the same was bona fide and for a valuable consideration as your respondent will now recite. W. W. Sage had approached Henry J. Morgan for the purpose of borrowing some money with which to pay off and liquidate certain claims that were pressing upon him for money that he had

had collected as sheriff and failed to account for. The said Sage was informed by said Morgan that he Morgan would not loan him any money but that if he could procure some good man who had confidence in him to execute a note that he Morgan would loan the money and take the note. The said Sage then approached your respondent and requested him to execute his note to Morgan and borrow the money and let him Sage have the money and offered that if your respondent would do so that he Sage would ~~procure~~ convey your respondent the two tracts of land hereinbefore described. Your respondent was still reluctant to do this but finally consented

and came to Jonesville with
the said Sage and executed
his note for six hundred
and sixty dollars to the
said Morgan for which the
said Sage received from
said Morgan one hundred
and sixty dollars in notes
and paper due said Morgan
and five hundred dollars
in cash which was paid out
by said Morgan upon the
liabilities resting upon said
Sage for money collected
and not accounted for as
sheriff as aforesaid. The
specific items of which
are not recollected by
your respondent but which
he can easily establish by
the said Morgan, and your
respondent is informed &
believes that the bulk of the
notes and paper that was

received by said Sage from
the said Morgan were transferred
by him to the plaintiff on
other claimed and alleged
liabilities, and the money
collected by the plaintiff
and applied to his own
use. Respondant further
alleges that the said Sage
as a further inducement
to him to make the arrange-
ment agreed that he, ^{Sage} would
procure his son or some
one else to re-purchase
the land at what respon-
dant had paid and relieve
him from the burden of
the note respondent had exe-
cuted to said Morgan, but
this the said Sage neglected
to do and it run on for
about two years when the
said Morgan required your
respondant to execute a deed

of trust to secure the amount
of the said note which was
bearing ten per cent interest
and was accumulating
rapidly in so much that
your respondent was forced
not only to embrace in the
deed of trust the lands that
Sage had conveyed him but
also respondent's home farm
containing over two hundred
acres, which was duly exe-
cuted to said Morgan, thus
the matter stood from year
to year the said Sage failing
to keep any of his promises
and undertakings until
about the year 1879 in
the Fall of said year, the
said Morgan had the lands
of respondent sold to pay
the said debt when the
whole including your
respondent's home farm

was sold and failed to pay
the said indebtedness by
some two or three hundred
dollars, thus instead of
being guilty of any fraud
your respondent in good faith
and for the purpose of re-
lieving the said Sage from
some of his liabilities, placed
himself in the condition
to be, and was deprived
of a home ^{and his best} or both of land.

Respondant states that it is
true he had knowledge of
the execution of the said deed
of trust by said Sage but as
there was a clause therein
authorizing the said Sage to
make private sale of any of
said ~~debt~~ ^{lands embraced therein} for the purpose
of paying off his liabilities
your respondent in good
faith took the conveyance
and got the money for him.

which was applied in exact compliance with the permissive clause of said deed and to that extent relieved the said Sheriff from a pressing demand which would soon have been in shape of a judgment upon his bond. Respondent is further advised and so charges also that the said deed of trust has been by a court of competent jurisdiction declared to be fraudulent to wit: by the District Court of the U.S. for the Western Dist. of Va. sitting at Abingdon. Respondent further answering says that he has in addition to the payments heretofore recited said deed settled his liability to the Commonwealth of Virginia on account of

the judgment against him and others as sureties for said Sage, and paid in said Settlement the sum of Three hundred and Seventy Seven dollars & eighty five cents all of which will fully appear from the receipt and release of the Auditor of Public accounts of record in the Clerk's office of the County Court of this County to which reference is here made and a copy of which will be filed as part hereof.

Respondant again expressly denying the charges in plaintiff's bill that he fraudulently took the said land for the purpose of aiding the said Sage to defraud delay or hinder his creditors and averring that the whole transaction was had bona fide and

with the utmost good faith
and generally denying each
and every allegation of the
Bill not confessed & avoided
or denied says to be hence
dismissed to be

Agnes & Morgan
Dft Council

I do swear that the statements made in the foregoing
answers so far as they depend on my own knowledge are
true, and so far as they depend on information received from
others I believe to be true so help me God

Henry J. Morgan

Sworn to before me by James Morgan the 1st day of April 1882

Henry J. Morgan Comr.

James Worley

Ads. } Answer

A. R. Sengerson

June 10, 1882

Wm. T. Worley

A R. Surgenor

vs.

W. W. Sage late Sheriff & others

Plff

Defrs

In Reply on Degr Bill

This cause came on this day to be heard on the Bill of the plaintiff and exhibits therewith, the joint and several answers of defendants & replications thereto. The deposition of witnesses, the several reports of Com. Wm. A. Orr, and the joint report of J. W. Orr, and Henry J. Morgan filed in the cause on the 21st day of March 1884, and was argued by counsel. On consideration of the Plffs bill, and the answer of James Hovey and the deposition of witnesses bearing on the question raised by said bill and answer

It is adjudged ordered and decreed that the plaintiffs Bill be dismissed in so far as it seeks to set aside the deed of conveyance made by W. W. Sage to James Hovey dated February 6th 1872 a copy of which is filed as Exhibit D. with the Plffs bill. And that said Hovey take and hold the land thereby conveyed to him and that he be quieted in the possession thereof. And the report of said Commissions Orr & Morgan, being unaccepted to, and seen and inspected by the Court is in all things confirmed, and pursuant to Statement (A B C) It is further adjudged ordered and decreed that William McDonald recover of A R. Surgenor as receiver the sum of \$17.94 with legal interest thereon from the 14th day of June 1881. Till paid. And that said McDonald also recover against his co. obligors in bond No. 1 as follows to wit: Of Wm. R. Graham \$23.01 $\frac{1}{2}$ of B. W. Barker \$23.01 $\frac{1}{2}$ of A. J. Bailey \$23.01 $\frac{1}{2}$ of Joseph Lave \$23.01 $\frac{1}{2}$ & of Thos. J. Ely admr of D. B. Dickinson \$23.01 $\frac{1}{2}$ with interest on said sums from June

And that A. L. Parlemore assignee of A. R. Surgenor recover on account of his assignees the sum of \$723.77 ^{plus 10 cts. 3 mills} the said Surgenor retaining and recovering of said sum of \$773.72 the sum of \$50 to the said sum out of accumulated interest thereon

the 14th 1881. Till paid: That John A. Moor recover of the following persons the following sums with interest from the 14th day of June 1881 Till paid that is to say against A. R. Surgenor as receiver \$20.96 and against him as co obligor in bond No. 2 \$32.27. against Randolph Kue \$32.27 and against Wm. P. Miller \$28.90 That Sanders H. Seway recover of the following persons the following sums to wit of Wm. P. Miller \$3.37. of John M. Andis \$23.58. of Sam \$21.48 & of Dickinson Goble \$24.65 with legal interest on said several sums from June 14 1881. Till paid.

That A. R. Surgenor recover of the following persons the following sums to wit: of Dickinson Goble \$47.06. of John M. Andis \$3.16. ~~of W. P. Miller \$3.37~~, of A. R. Anderson \$17.30, of S. S. Surgenor \$658.92 with legal interest on said several sums from the 14th day of June 1881 Till paid

That Jonathan Dutton recover of the following persons the following sums. of Wm. P. Miller \$42.47 of John M. Andis \$15.73 and of C. M. Hill \$12.81. with legal interest on said several sums from June 14 - 1881. Till paid:

That S. S. Surgenor recover of S. H. Seway \$25.20 and of C. M. Hill \$25.26 with legal interest on these sums from the 14th day of June 1881. Till paid

That A. R. Anderson recover of the following persons the following sums viz of John M. Andis \$26.20. Of Dickinson Goble \$19.27. of Sam \$4.81. & of C. M. Hill \$33.06, with legal interest on these several sums from June 14 1881. Till paid:

That Joseph H. Bundy recover of the following persons the following sums viz of, S. H. Seway \$242.20. of Wm. P. Miller \$231.27. and of John M. Andis \$5.50, with legal interest on these several sums from June 14 - 1881. Till paid

And that P. H. Savary receiver of John M. Andis \$5.13, with legal interest thereon from June 14 - 1881. Till paid And execution is awarded in favor of each person who has herein recovered, against each person against whom decree has been rendered. And it is further adjudged ordered & decreed that each of the persons mentioned in each table of inventories set out in paper (A B L) with Com. Or. & H. Organs report pay the sum or sums therein mentioned to ^{A. R. Durgener} ~~L. Durgener~~ who is hereby appointed a receiver for the purpose and he is directed to disburse the same in the manner directed by said paper (A B L) and execution is awarded said ^{A. R. Durgener} ~~L. Durgener~~ against each of said parties And no further action being necessary this cause is struck from the docket.

" " " " " " " " " "

A. R. Senger

no. 3 Deane final

W. H. Sage to this:

Entered pages 377-3

Dr. J. G. Wyatt
CRV

Enter

In A. K.

Mar. 27/84

A. R. Surgenor

vs.

Wm. H. Sage & others

Plff.

Defts.

In Chy

For reasons suggested to the Court on this day
It is adjudged ordered and decreed that the decree
entered in this cause on the 5th day of Sept 1883 be
and the same is hereby set aside. And Jas. H. Orr
and H. J. Morgan are hereby appointed Special com-
missioners who are directed to settle and adjust
all matters of accounts ^{between the parties to the cause} growing out of the defendant
Sages transactions as late Sheriff and Tax collector
for the county of Lee they will report their action
to the court, and the cause is continued

A. R. Surgenor

no { Decm

W. W. Sage tal

Entered page 345-

J. A. Styatt
clk

Enter this

In A. K.
Sept 6 1883

A. N. Surgenor

vs.

W. W. Sage & al

Plff.

Defts.

In Chy

By consent of parties It is ordered that J. W. Orr
be substituted in the name of Wm. A. Orr the former com-
missioner in this cause, who is directed to perform and
report upon any and all matters required to be re-
ported on by the said William A. Orr.

A. R. Surgenor

no. } Dece

W. H. Sage & Co.

Entered page 335-

J. A. Hyatt
clerk

Entered this

J. A. K.

Apr. 4/83

A. R. Sargent vs Compt^r m. M. W. Sage et al Dist. J. C. H.

This cause came on ^{by consent} again to be further heard on this day, upon the papers heretofore read, the report of J. W. Orr this day filed without exceptions, and was argued by Counsel for for p^lf + defendants.

On consideration whereof it is adjudged ordered and decreed that said report be confirmed and that, unless the parties severally shown to be ~~liable~~ indebted by statement & accompanying said report, within 60 days, pay to the parties severally entitled thereto, ~~as shown by said statement~~ the several sums shown by said statement to be due them severally, with interest thereon from the 30 day of June 1881 till paid, then execution may issue therefor against the parties so failing to pay ^{the sums} ~~severally~~, ^{due by them} in favor of the parties severally entitled thereto, and the cause is stricken from the docket.

Surgener

vs. Lee

Large et al

Aug 10. 1880

Enl
J. A. K.

A. C. Sugrue

Def

28

W. K. Sigsbee et al.

Plff

This cause came on again in this the
2nd day of September 1882 to be heard upon
the papers formerly read, the report of the
commissioner, and exceptions No 1, 2, 3 & 4 filed
to said report and was argued by counsel.
On consideration whereof, and it appearing
to the Court that said report was made before
many of the answers of the defendants were
filed, and that said answers set up many
items not introduced in said report, the
commissioner's account is recommended
to come and he is directed, proceeding upon
the former decree in this cause to state
specifically all the liabilities incurred by
said Sigsbee as Sheriff of the County of Va, on
which of said bonds each of said liabilities
was incurred and if paid by whom the same
was paid. Said Commissioner will also ascer-
tain and report any sums of money that have
been paid by the Plaintiff or any of the defend-
ants towards the prosecution of this suit and
entrust the same together with the legal cost
of this suit. ~~which he will entrust~~ in our
statement, and if required to do so he will
also ascertain and report any fees paid
or costs incurred by said Sigsbee & parties.

J. G. Hyde &
Co.

Letter to

1872

$$\begin{array}{r} 363 \\ \hline 108 \\ \hline 1.84 \end{array}$$

A.R. Seegeres plf.

vs

In chy

M. W. Sage et al. Defs

On motion of Randolph^{1st}, R. J. Matheson
Wm. M. Donald, A. G. Beily, John A. Moore, James
Worley, & T. S. Ely, administrators of the estate of the
deceased, they each
have leave to file & file their separate answers to the
plaintiffs' bill, to which several answers the plaintiff replies
separately. And on motion of Charles M. Hill & Dickerson
Hill, they have leave to file & file their joint answer
to the plaintiffs' bill, to which the plaintiff replies
and on like motion & leave, A.R.
Anderson James D. Jones, they file their joint answer
to which the plaintiff replies; & this course is continued.

Singer
no 310000
Sago et al

Entered page 261
J. D. Hyatt
Clerk

Enter
J. A. K.
Apr. 5/82

H. R. Surgenor.

Plaintiff

vs

in Chancery, under Bill

H. W. Sage & others.

Defendants.

This cause came on the 5th day of April 1881
to be heard upon the Cross-Bill of the Plaintiff
and exhibits filed therewith, the demand of H. W. Sage
R. D. Young and Harrison Sage and was argued by
counsel. And it appearing to the Court that process
has been served ^{upon all the non-defendants} and order of publication duly made
posted and published against the non-residents for
more than 30 days before the first day of this
term of the Court and that each of said defendants
except the said H. W. Sage, Harrison Sage & R. D. Young
have failed to appear answer plead or demur the
Plaintiff's bill is taken for confessed as to each
of them. And the said R. D. Young, H. W. Sage and
Harrison Sage ^{withdrew their} ~~in person~~ bill. And it appearing to the Court -
that by agreement of the parties this bill
is to be decreed so to H. W. Sage, Harrison
Sage & R. D. Young they having surrendered
the property sought to be subjected in this
cause to be sold to account \$775⁰⁰ to a master

in this suit W. W. Sage
for the benefit of his account in his office,
bonds according to their respective claims
against him and their respective rights
as against said Sage, and as to their
respective claims for contribution between
the ^{said} several accounts of said W. W. Sage
it therefore appearing to the court that in
account ^{as to} the matters herein indicated
is necessary & that a receiver is necessary
to take charge of & hold subject to the future
order of the court, ^{the fund in question} it is therefore adjudged
ordered & decreed that W. A. Orr who
is hereby appointed a commissioner for
the purpose & will take oath & settle
the accounts between the several accounts
of said W. W. Sage as sheriff & tax
collector of Lee County Va. showing how
much and in what claims each one has
paid & the proportion of the fund hereafter
to come into the hands of the receiver herein
appointed and how much each one
of said accounts shall contribute to equalize
them & to whom payments are to be

made to effectuate that purpose, he
will show which of the accounts are
solvent & which are insolvent & what
is necessary to equalize them ^{said}
^{according to their respective legal liabilities in the preceding}
solvent accounts. And if R. Surgeon
is hereby appointed a receiver of
the fund coming from said Sages
& the payment of which is provided
for in this case but said Surgeon
shall give bond in the penalty of
\$2500.⁰⁰ as said receiver conditioned
^{before he receives same & according}
according to law. The court will
report to a future term of this court
& this cause is continued.

A. L. Sargunna

as { Dacru

Wm. W. Sage to them.

Entered Stage 8th

John E. B. D. C.

Entered
J. A. K.
Apr 5/81

A. R. Surgenes.

Plff

vs

Wm. W. Sage et al

Defts

On a Cross Bill

The deposition of James Warley & others taken on this the 28 day of August 1882, pursuant to adjournment, which are intended to be read as evidence on the part of the said Warley one of the defendants in the above styled cause, said Warley being duly sworn deposes and says.

That about the month of February 1872, as well as he now remembers, his Co. defendant Wm. W. Sage did convey to him the two tracts of land in the Bill mentioned and in consideration thereof, I executed my note to Henry J. Morgan for the sum of Six hundred & Sixty (\$660) Dollars bearing 10 per cent interest from date, and afterwards I executed a Deed of Trust on said land together with my home lands to secure the payment thereof, and at a subsequent time all of the said lands were sold under said Deed of Trust, when the same did not bring a sum sufficient to discharge said Debt by some one, two or three Hundred Dollars

of the money thus borrowed by me

for said Sage, about \$500.⁰⁰ thereof was paid by said Morgan on debts and liabilities of said Sage as Sheriff for money collected and not paid over by him, as I have often been informed by said Morgan & Sage, and the balance of the \$660. to wit \$160. was paid by said Morgan to said Sage in Notes, as I have also been informed by each of them.

At the time I executed said note to said Morgan, and said Sage conveyed to me said land, I had no knowledge whatever that the said Sage intended to practice a fraud on any one, but upon the contrary I had the utmost confidence in him, and did what I have already detailed as an act of kindness to said Sage, thinking that I was perfectly safe in so doing. It is true that I had knowledge that said Sage had executed a deed of trust on the lands conveyed to me as well as on other of his lands, but he had reserved therein the right to sell any of said lands for the purpose of raising money to relieve any of his securities, and believing that he had such right under said deed of trust, and knowing as I did

that the object, in the main, which he had in view, was to raise money with which to pay off liabilities which he had incurred as Sheriff for money collected and not paid over. I therefore gave my consent to execute my said note to H. J. Morgan, and accepted his deeds of conveyance in the utmost good faith and without any intention to defraud or injure any one.

My Co-defendant Sage, at the time of this transaction told me that there were some liabilities hanging over him and that his sons were going to help him ^{and for so doing they ^{ought} to be compensated in land.} to pay them off, and if such liabilities were not too heavy, and they should be able to pay them off, & have enough left, and should I become tired of said lands and desire them to take said lands back they were to do so, and were to pay the note to said Morgan, and I was to reconvey said land to Harrison Sage, upon condition only, that he paid said note to H. J. Morgan, but this he has so far failed to do, ~~but my Co-defendant Sage~~ and it was the distinct understanding and agreement at the time between

us, that if any thing should happen that said Sage or his son should not be able to pay said debt to said Morgan, then I was to do so, and the land to be mine, and this we all thought to be a perfectly safe arrangement,

Some time before this transaction was had, Hiram Brasier had told me that Mr. Sage would finally break up, and when that should happen some of his securities would suffer while others would be saved harmless. but I thought he was joking and did not believe it, for he told it in a jesting way, and a short time thereafter I again saw Mr. Brasier and asked him if that programme was to be carried out that he had told me about and he said "no that every thing would be settled up all satisfactorily."

After I had executed my note to Morgan and Sage had conveyed said land to me, I had several conversations with Dr. Wm. P. Miller during some of which if not, all, I repeated to him what Mr. Brasier

5 had said to me, but I do not remember
nor do I believe that I ever did
state to him the facts which he has
deposed to in his deposition, ^{with reference to this transaction} but
as before stated I told him what
Braisers had stated to me, and I
suppose I may have also told him
what my opinion was as to the
objects had in view by said Sage,
and I may have told him that
I thought Sage would ultimately
get his land back through other
persons, and I was advising him
to watch for himself, this all
happened or took place some
time after I had executed my
note to said Morgan,

Cross examined by Plffs Counsel
Question by Plffs Counsel -

At the time - Wm W Sage made the
deed to you. Was there not a title bond
drawn up for you to sign binding
you to convey said two Tracts of land
to Harrison Sage.

Answer. Sage said he had one so
drawn up, but I did not see it.
Question by same. Was it not a part
of the agreement between you and Sage
that you were to execute your note

to Morgan. That Harrison Sage was
to execute his note to you - and that
Wm H Sage was to hand the money
to Harrison Sage and Harrison to
hand it to you and you to hand
it to Morgan and lift your note.
Answer Mr Sage told me he wanted
to borrow \$600. & that he could
get it with my note, and told me
he would deed me land as a
bonus that he did not want me
to keep the land long, and if I
became uneasy to let him know
it and the money should come and
I should be let out of it. He told
me that his sons were going to
help him pay off his liabilities
and that they would have to have
a part of his land, and informed
me that I would be safe anyway,
that the land deeded me was worth
the money. It was a part of our
agreement that Harrison Sage
should execute his note to me for
the same amount which I was
to execute my note to Morgan
which was also to be given me as
a bonus. That then I was to execute
a little bond to Harrison Sage by

which means as said Sage
informed me they the Sages
would receive in control of
the land, Sage said that Harrison
would pay me the money and
lift his note, and that I could
pay it to Morgan and lift my
note and no one would be hurt
Question by same - Did not St. H.
Sage tell you that he would hand
the money to Harrison to hand to you
Answer - I don't think he did

Question by same how you got told
C. J. Duncan at various times that
Wm H Sage told you that he would hand
the money to his son Harrison to hand
to you and that you were then to hand
it to Morgan and lift your note,
Answer I have, but it gained this
information some 2 or 3 months
after the deal was made to me by
Sage and I gained the information
in this way - Hiram Briscoe had
in a trust deed executed by Sage
showed me an advertisement of said
Sage's lands including the two tracts
deeded to me. Stating that all were
to be sold pursuant to said trust deed
and this alarmed me and I at once

went to see Sage concerning the matter
and he told me that he was able to
pay all his liabilities and invited
me into his house to see his resources.
But I declined to go, and on this
occasion and time it was that Sage
told me he would hand the money
to Harrison, & that Harrison would
pay the same to me, so that I
could pay Morgan.

Question by same. Had not Hiram
Briser told you before you executed
your note to Morgan and before Sage
made the deed to you that Sage was
going to break - and that said Sage
had executed a deed of Trust to him
in which he conveyed all his lands
to him. Briser.

Answer. I do not ^{me} remember that Briser
had ever told me any thing about
the deed of Trust before the time of
our transaction, referred to, but I
had knowledge of the deed of
Trust having been executed by
Sage to Briser's Trust.

Some time during, Sage the affixing and
before I executed said note & before said
Sage made the deed to me Hiram Briser

7 told me that Sage would break and that some of his creditors would suffer while others would not.

Question by same. Did you not know at the time you took the deed from Sage that said Sage was hard pressed and in a failing condition.

Answer. I did not know his situation.

Question by same. Had Did not Sage tell you of his liabilities before and at the time he made the deed to you.

Answer. He told me he wanted some money to pay some debts that was pressing him in his sheriff matters and that was the reason he deeded me the land.

Question by same. Did not H. J. Morgan tell you at the time you executed your note to him and let Sage have the money that he believed Sage to be in a failing condition and that Sage had tried to borrow the money from him & that he Morgan would not let him have it because he thought said Sage was in a failing condition.

Answer. I do not recollect that he did.

Question by same. Why was it that when Sage did not execute his note to you on that day.

Answer. I do not know.

Question by same - Did not. - Sage

Did you see the Trust deed executed
by Sage to Brasier before you took
the deed from Sage -

Answer I did. He showed it
to me and stated that the
right was reserved to him to sell
any of his lands so he applied
it to the relief of his Surtis.
And further this witness says that not.

James W. Foley

Wm W Sage an other witness of lawfull
Sage deposes and says.

That he conveyed the land in the
Bill mentioned to his Co-defendant
James Worley and that he did so for
the purpose of raising money with
which to payoff, debts which he had
collected and become liable for, and
not paid over, and that he did so
for the express purpose of relieving
his securities in his official Bonds
as Sheriff of the County of Lee.

At the time of this transaction I knew
I was considerably involved, but I did
not know I was involved as deeply
as subsequent events has proved, I
regarded the transaction rather in the
nature of a Trust and I thought I
would be able to meet all my liabilities
and have something left, and hence I
procured Mr. Worley to give his note
to Mr. Morgan for \$660.⁰⁰ in Consider-
ation of which I conveyed to him
the said land, at the time of doing
so, it was understood that my sons
were going to aid me in paying off
my liabilities and it was the unders-
tanding between them and myself if
they did so, that they were to have

lands to the value of the money that they might pay upon my liabilities as such sheriff, and I told Mr. Worley at the time of the transaction of the arrangement between myself and sons, and it was understood between said Worley & myself at the time, that should he not want to keep the land, and my sons were able to do so, they would pay Morgan the debt, and he could then reconvey said land to them and I also told Worley at the same time, that if any thing should happen that we should not be able to pay said debt to Morgan and thereby redeem said land, that he was safe any how, for the land was worth the amount of Morgan's debt - and that he would have and hold the legal title, there was no actual, nor intentional fraud in the whole transaction, but the same was made bona fide and without any intention of fraud, or to hinder or delay the collection of debts, nor was it made for the purpose of getting my estate

into the hands of my family or
any one else, only in so far
as they might advance money
to me to meet my liabilities as
sheriff and thereby relieve my
securities.

William W. Sage

James H. H. H.

Adm. & Discharge

A. L. H. H.

John W. Miller
P. Miller

taken pursuant to agreement at the house
of the Circuit Court of Lee County
Virginia on the 16th day of August 1882
and intended to be read as evidence
in a chancery cause (case No. 1000)
pending in the Circuit Court of Lee
County Virginia in R. A. Dugan
vs. J. W. Miller and William H. Dugan
vs. J. W. Miller and J. W. Miller
and J. W. Miller.

Given under my hand and seal of
office this 16th day of August 1882
at the Court House of Lee County
Virginia.

Accepted by me, J. W. Miller.

I, J. W. Miller, do hereby certify that
the within is a true and correct copy
of the original of the same as the same
was filed in my office on the 16th day of
August 1882. In witness whereof I have
hereunto set my hand and seal of office
this 16th day of August 1882.

Answer. I have had some communication with the
Agent (Wentley) about the said land. The
chief communication I had was with him on
the 15th day of January 1879, at which time

he had me to prepare an Answer on that subject to a bill of review filed by A.R. Surgen & others against the said Worley & others, in which he states in substance that he did not understand at the time that it was to defraud any one, but from what Wm. V. Sage has said to him since, he is now convinced that it was the intention of Sage to practice fraud upon his Creditors. Worley said that Sage was to give his son Harrison the money to pay off the Morgan debt on hand it to him (Worley) for that purpose, and then Worley was to convey the land ~~to~~ to Harrison Sage. After the trade was made Worley has always told me that Sage told him that he made the trade for the purpose of shifting his land into his sons hands, and that he was of the opinion that Harrison Sage & his father would have paid the Morgan debt if he (Worley) would swear that the transaction upon the part of Sage was a bona fide one. And further

this deponent sayeth that.

Wm. J. Orr

Wm. J. Miller, another witness of lawful age being duly sworn deposes and says -

Question by Peffer Counsel. Did you ever have any conversation with James Hovey in reference to the Sage Sherriff's office, and especially in regard to the deeds made by the said Sage, to James Hovey of the two tracts of land in the bill and proceedings in said cause mentioned.

Wm. J. Miller

Question by the same. Will you please state what that conversation was when it was had and especially all in said about the said deeds, and their execution all that is said about the grand, &c.

Answer - I have had several conversations with James Hovey at various times concerning this affair - the first conversation I had with him was about the time he had Sage got the money from Judge May and therefore about the time the execution of said deed, and the conversation has been continued by said Hovey with me until perhaps early last spring. In the first conversation he had with me, he told me that Sage

informed him (the said Morley) that
the said Sago was bound to himself and
that a part of his sureties were
bound to suffer, that others he
intended should not suffer, he
further informed me that said
Sago said that he was going to
so manage as to get his property
all into the hands of his family,
mentioning especially his son Harri-
son, he further informed me that
said Sago informed him that in
order to carry out his said plans,
it would take the intervention of a
third person, Morley, told me
that Sago had got him ^{to assist him} to carry
these plans into execution, and in
order to aid him that he had
created a note to W. J. Morgan
for \$600. that Sago had got \$500
of this sum in money or that
Morgan had settled that sum
for him in debt that surer-
ties were, and the balance of
said sum said Morgan had
paid Sago by transferring notes or
debts to him the said Sago, that
thereupon the said Sago had com-
ed

to him Worley the said two tracts
of land. That he gave was to
Carroll through his son Harrison
the Marney and that he Worley was
to hand it to Morgan and tell
the Note that then he Worley was
to hand said land to the said
Harrison Sage so that it would
inure to the benefit of his family.
The Marney always claimed to see in
perhaps all the conversations I ever
had with him on the subject, that
he was not to keep the land but
as he stated was to convey it
to Harrison Sage for the benefit
of Sage's family and in all the
later conversations he had with me
about it, he was blaming Sage
for deceiving him and in these
conversations he declared that
the reason why Sage had permitted
him to suffer was because he Worley
would not swear for him as he,
Sage desired, that the said Sage
to come over to him in good faith
and not for the benefit of his
family, and he Worley could not
so swear but stated that the said

was not for him to have or sell
the lands, but only as a broker
and, that the security was by the
point, to him by Harrison (said)
closing, always, or generally so, with
the promise that Bill Sage had
promised a deed upon him.
At this time reflecting I am certain
that the first communication I had
with said Harley was before the
said and security transaction took
place between said Harley & Sage.
And further this deponent
deposeth not.

Wm H. Miller

Witness my hand

at D. D. Miller 503

Virginia

Es County Court.

I J. J. Smith a clerk in
Court in and for the County Court of
said County do hereby certify that
the foregoing depositions were taken
before me and subscribed in my
presence by said Miller and Ann
and sworn to before me at

the time and place and for the
purposes mentioned in the
captain's order may stand
this August 16 1882.

L. A. H. H. H. H. H.

June 20

Bill of costs

June 20 20th

20th 20th

20th 20th

20th 20th

W. F. Searcy
1890

Wm. W. Searcy

1890

W. F. Searcy
1890

W. F. Searcy
1890

As well as I now remember I became one of W. W. Sages Securitys as Sheriff of Lee County in his bond dated in Decr. 1869. and so remained until the March County Court in the year 1870 when some one of my co-bondsmen surrendered said Sage to the county court. and required him to give a new bond which he accordingly did; and I did not afterward become such Security again.

No claim or demand has, as far as I know ever been asserted, or attempted to be asserted, by any person or firm, against the bond in which I was one of said Sages security above referred to. Nor have I, or any of my co-obligors in said bond ever at any time or for any purpose incurred any expense in the way of attorneys fees or otherwise in the premises so far as I know, or have heard, and do not think I or my co-obligors in said bond ought to be taxed with any part of the expense incurred in defending matters and claims brought and prosecuted against bond 4, 5, & 6. I am willing and think it right that the reasonable costs of this suit, should be paid out of what may or has been realized thereby out of said Sages property.

To the truth of these statements I do swear so help me God.

Rufel J. Milham

Sworn to and Subscribed

by R. J. Milham March 31/1883

H. J. Morgan Court. Secy. Ct.

St. J. Milham

ad. { Aff'd. in Support of Esq.

A. R. Surgenor

I was one of Sages Securitys in his bond as Sheriff of Lee county dated Nov. 1869. as well as I remember and so continued until Dec. 1869. Being about one month at which last date. said Sage gave a new bond which I did not sign, and I did not afterward become said Sages Security in any of his bonds.

One or two motions for small sums was made by some persons against the security in the bond above referred to. and judgment or judgments were rendered thereon without defense as well as I remember, and the claims paid off and discharged by some one or more of the securitys in said bond dated in Nov. 1869. without incurring one farthing in the way of attorney fees or other charges of any kind so far as I know, or have heard.

I am ready to admit that the reasonable expenses of this suit ought to be paid out of Sages effects which have been or may be realised in this suit. but I am wholly unable to see why I, or my co. obligors in said bond dated Nov. 1869 should be called upon to pay any part of the attorney fees or other charges growing out of the various matters relating to the last three bonds given by said during his continuance in office, and sometimes referred to as bonds 4, 5 & 6. and dated in Dec. and May 1870 and January 1871.

To the truth of these statements I do swear so help me God.

A. R. Lingen ^{Plff.}

^{vs} ^{Ex. Lohamony}
Wm. L. Sage Sheriff et al's Defts

To the Hon. John A. Kelley
Judge of the Circuit Court of Lin. County,
You undersigned Special Commissioner
in the above styled Cause begs leave to
report that he has proceeded to investigate
and settle the several matters required of
him as of the 13th day of June, 1881.
Wm. L. Sage, while Sheriff & Tax Collector,
executed six Official Bonds. His Security
in "Bond No. 1" paid for him \$156⁰⁵ and
this entire amount was paid by William
McDonald. I do not deem any of Mr.
McDonald's Co. Securities solvent, and they
being five in number, must say that he is
entitled to recover from Wm. R. Graham
\$26.⁰⁰⁵⁰; from B. W. Barker \$26.⁰⁰⁵⁰; from
A. J. Bailey \$26.⁰⁰⁵⁰; from Joseph Louis \$26.⁰⁰⁵⁰; and
from the Estate of Francis S. Dickerson
\$26.⁰⁰⁵⁰. For items see "Statement of Bond
No. 1."

On "Bond No. 2" the securities have had
to pay the sum of \$182³². Of this amount
John A. Moore has paid the sum of \$146⁶⁸
and S. H. Linney has paid \$35⁶⁴. In
this bond there are but four solvent

securities. To equalize the burden of this bond John A. Moore must receive from S. H. Livery \$894; from A. R. Surgeon the sum of \$45⁵⁸; and from Wm P. Miller the sum of \$45⁵⁸. In "Statement of Bond No. 2."

I find nothing paid by securities in Bond No. 3. nor upon Bond No. 4 alone.

In bond No. 5 I find that they have paid \$2277.78. Of this amount A. R. Surgeon has paid \$1859.81; James Worley has paid \$82.40; S. S. Surgeon has paid \$37.70; George B. Milburn has paid \$75⁵⁷; and A. R. Anderson has paid \$208¹⁰.

In this bond there are but five solvent securities - and to equalize: Wm P. Miller must pay to A. R. Surgeon \$436⁴⁴/₅ (\$436⁴⁴/₅); A. R. Anderson must pay to him \$236³⁴/₅; S. S. Surgeon must pay him \$396.57¹/₅; and James Worley must pay him \$357.04¹/₅.

In Statement of Bond No. 5 for items and vouchers.

In bond No. 6 I find that the securities have paid \$2161.55. Of this amount A. R. Surgeon has paid \$879⁵⁵/₅; J. H. Brandy \$808⁴/₅; S. S. Surgeon \$149⁸⁵/₆.

It will be seen that Jos. H. Busby and A.R. Singmaster have borne the burden of our paying. To equalize the interest

accounts: Wm P. Miller must pay to
 A. R. Surgeon \$208⁰⁴ and to Joseph H.
 Bundy \$178. 08; S. S. Surgeon must pay to
 A. R. Surgeon \$128³⁹ and he must pay to
 Joseph H. Bundy \$107⁸⁸ and S. H. Linsay
 must pay to A. R. Surgeon \$158⁰⁸ and he
 must pay to Jas H. Bundy \$135³². See
 "Statement of Bonds No. 6"

James Worley offered a claim of about
\$5000⁰⁰ which he claims was paid
out for the benefit of Sagar Islanders.
The I do not doubt. But I have had
but little evidence of what it was
paid - and what I have shows
that it was paid upon liabilities in
hand in which he (James Worley)
was not in any way and upon
matter for which he was in no
way liable. I have therefore challenged
the claim. In Affidavit of H. J.
Hoy & J. W. O. H. H. H. H.

In all that has been paid for the said
Sagar Islanders ^{the sum of \$5375.33}
the costs of this suit is yet to be paid as
a consequence of his failures. Of the
entire amount paid A. R. Sargent has
paid \$301952³; Wm. M. Donald \$156.05;
John A. Moon \$146⁶⁸; S. H. Lindsay \$1934⁰³;
James Worley \$8240; S. S. Sargent \$267⁴¹ ⁷⁴;
G. B. Milbourn \$95.57; A. K. Anderson
\$30472; J. H. Bundy \$841¹⁵; J. S. Dickinson
\$113⁸⁰; and S. H. Lindsay \$89³⁹ ¹²

By an inspection of the latter part of
the decree under which I am acting it
will be seen that I am required to ascer-
tain and report in what proportion

the sureties of said Sage in his official
hands shall share in the recovery made
against him in this suit. Said recovery
is indefinite as to amount being in
the first place a certain sum to wit \$775-
for which said Sage executed his note
with good security in second place the
recovery is a transfer or assignment of
a recovery, or judgment,
whereby said Sage made against D. S.
Dickinson's sum and it is not certain
in fact cannot now be ascertained
what sum will be yet realized on said
judgment. But I am of opinion that
said sureties should share in said gain
in proportion to the amounts paid by
them and which they will be compelled
herein to pay on said liabilities of said
Sage on account of this solvency as
herein reported.

All of which is

Respectfully Submitted.

Wm A. Orr

Special Commissioner

Commenced \$75-00

P.S. Since writing the above report I am
informed by the St. Lawrence Co. Clerk

T. H. Sargent

3 { Comm. Co's Report No 1

1000 lbs. Sugar Shuff. etc.

Filed March 10th 1883

J. A. G. Howell

Col. 14

Commissioners for 1875-

A. R. Surgenor Plaintiff
against } In Chancery
Wm. W. Sage Sheriff et als Defendants

Your undersigned Special Commissioner in this cause begs leave to Report, That after giving written notice at the front door of the Court house of Lee County of the time and place — and hard begging in person, he has been enabled to investigate and settle these complicated matters the best he could. He can not assure your Honor, that he has settled right, for in truth that would be hard to do.

This matter of account was referred to me by a decree dated June 13th 1881, and recommitteed to me by your Honor September 8th 1882 for further investigation and settlement.

As stated in my former Report, Wm. W. Sage while Sheriff and tax collector of Lee County, executed six Official Bonds. His first bond bears date April 20th 1869, executed by himself, Wm. R. Graham, Wm. M. Donald, H. B. Barker, Andrew J. Bailey, Joseph Law and Daniel L. Dickenson. They paid for him \$156.05, and this amount was paid by Wm. M. Donald. None of Mr. M. Donalds

co-securities are solvent. But it will be seen by calculation that he should have a decree against each one of them for the sum of (\$26.01) twenty six dollars and one cent. with interest thereon from June 13th 1881. For items and evidences see "Statement of Bond No. 1" filed with my former reports.

2

The second bond ~~was~~ dated November 18th 1869, and is executed by said Sage, W. R. Graham, A. R. Surgenor, Raymond Lambert, John W. Bailey, Hiram H. Brasier, Lewis Smith, S. H. Liveray, John A. Moore, Wm. P. Miller, Randolph Nae and Jonathan Sattors. They have paid for said Sage (Shff 79) One hundred and eighty two dollars and thirty two cents. Of this amount John A. Moore has paid the sum of \$146⁶⁸, and S. H. Liveray has paid \$35⁶⁴. In this bond there are but four solvent men, to wit: A. R. Surgenor, S. H. Liveray, John A. Moore and Wm. P. Miller, and to equalize them, John A. Moore must account from S. H. Liveray \$8.94; from A. R. Surgenor \$45⁵⁸ and from Wm. P. Miller \$45⁵⁸. For items and evidences see "Statement of Bond No. 2" filed with my former reports. I find nothing against Bond No. 3.

The insolvent securities in this Bond No 2 are Mr R. Graham, Waymond Lambert, John W. Bailey, Hiram H. Brasier, Lewis Smith, Randolph Mac and Jonathan Dalton - and I ascertain that John A. Moore should receive from each of them the sum of \$4.28 $\frac{1}{2}$; and they must each pay to S. H. Livesay \$1.28; and they should each pay to A. R. Surgen \$4.14 $\frac{2}{7}$; and they should each pay to Wm P. Miller the sum of \$4.14 $\frac{2}{7}$.

I find nothing against Bond No. 3. alone and pass it for the present.

The fourth bond bears date March 21st 1878, and was executed by said Sage, and James Worley, Charles M. Hill, John W. Bailey, H. R. Graham, A. R. Surgen, Wm P. Miller, Jonathan Dalton, Dickenson Goble, S. H. Livesay, A. J. Bailey, Waymond Lambert, C. C. Bell, John M. Audis, William W. Livesay. On this bond has been paid for said defaulting Sheriff \$466.01. Of this amount S. H. Livesay has paid \$91.05; Jonathan Dalton \$227.00, A. R. Surgen \$123.38 and C. M. Hill \$24.66. In this bond are ^{seven} ~~say~~ solvent securities to-wit: Charles M. Hill, A. R. Surgen, Wm P. Miller

Dickenson Gobble, S. H. Livesay and John W. Audis. To equalize these ~~debits~~ ^{debts} Mr. C. W. Mill must pay to S. H. Livesay ~~\$75.28~~ ^{\$74.48}, and he must pay to A. R. Surgenor ~~\$57.63~~ ^{\$57.43}.
 Wm. P. Miller must pay to A. R. Surgenor ~~\$40.00~~ ^{\$39.30}, and he must pay to Jonathan Dalton ~~\$27.27~~ ^{\$27.27}.
 And Dickenson Gobble must pay to Jonathan Dalton ~~\$77.67~~ ^{\$66.57}, and John W. Audis must pay to Jonathan Dalton ~~\$66.57~~. The insolvent securities in said hands to wit: James Worley, John W. Bailey, Wm. R. Graham, A. J. Bailey, Waymond Lambert, L. L. Bell and Wm. L. Livesay, should each pay ~~\$33.28~~ ^{\$33.28} ⁹⁴.

The fifth bond bears date May 19th 1878 and is executed by said Surge, and John S. Sims, A. R. Anderson, James Worley, John Milbourn, S. S. Surgenor, George B. Milbourn, John W. Bailey, James F. Jones, Wm. P. Miller, A. R. Surgenor and David S. Dickenson.

On this bond has been paid \$2515.72.
 Of this sum A. R. Surgenor has paid \$1859.81, James Worley has paid \$98.68, S. S. Surgenor has paid \$150.59, George B. Milbourn has paid \$95.57, and A. R. Anderson has paid \$319.07.
 The said George B. Milbourn and James Worley being now insolvent where

we deduct the amount paid by them \$184.25 from the total liability, we have \$2329.47 as the balance to be borne by four solvent securities, to wit: A.R. Anderson, S. S. Surgen, Wm. P. Miller and A.R. Surgen. To equalize them, A.R. Anderson must pay to A.R. Surgen \$243.38, S. S. Surgen must pay to A.R. Surgen \$231.78, and Wm. P. Miller must pay to A.R. Surgen \$582.36.

The insolvent securities in this bond are John S. Sims, James Worley, John Milbourn, George B. Milbourn, John W. Bailey, James F. Jones and Daniel S. Sickensohn, and they should each pay \$228.70²/₁₁, except the said James Worley who should only pay \$138.02²/₁₁, and the said George B. Milbourn who should only pay \$133.18²/₁₁. "See Statement of 5th Bond."

The sixth and last bond is dated January 18th 1871 and is executed by said awfully defaulting Sheriff, Wm. C. Sage, and John Milbourn, A. J. Bailey, Wm. P. Miller, S. H. Linsay, Wm. W. Linsay, A. R. Surgen, Daniel S. Sickensohn, S. S. Surgen, J. H. Bundy, J. M. Whitehead, John W. Bailey, A. M. Ely, P. H. Linsay, Alexander Wynn and Jonathan Dalton.

The liability on this bond is \$2227.59. Of this amount P. H. Linsay has paid \$123.19, A. R. Surgenor \$879.55 $\frac{1}{3}$, J. N. Bundy \$808.48, S. S. Surgenor \$149.85, S. H. Linsay \$92.71, and D. S. Dickinson \$173.80. The said D. S. Dickinson being now insolvent, deduct the amount paid by him \$173.80, we have a balance to be divided between six solvent securities of \$2053.79. These solvent securities are, Wm. P. Miller, S. H. Linsay, A. R. Surgenor, S. S. Surgenor, Joseph N. Bundy and P. H. Linsay. To equalize them, Wm. P. Miller must pay to Joseph N. Bundy \$342.30, P. H. Linsay must pay to Joseph N. Bundy \$123.90, and he must pay to A. R. Surgenor \$95.21, S. H. Linsay must pay to A. R. Surgenor \$249.29, and S. S. Surgenor must pay to A. R. Surgenor \$192.45. The insolvent securities "except D. S. Dickinson who has paid \$173.80" to wit John Milbourn, A. J. Bailey, Wm. W. Linsay, J. M. Whitehead, John W. Bailey, A. M. Ely, Alexander Ceyn, Jonathan Ballou - should each pay \$148.50 $\frac{3}{5}$.

"In Statement of Bond 6."

There are liabilities against ~~apostles~~ 4, 5, & 6 jointly as stated in my former report - I now find nothing additional on this account in this cause. The liability is \$231.83.

Of this sum A. R. Surgeon paid \$81.53, S. S. Surgeon paid \$77.64, And A. R. Anderson paid \$72.64. In these bonds ^{the three alone and} there are but ~~three~~ solvent men to tail: E. M. Hill, Wm. R. Miller, S. S. Siskinson, Goble, S. H. Linsay, J. W. Andie, ^{Jonathan Dutton} and J. H. Bundy, and ^{the last seven} they should each pay to A. R. Surgeon ~~\$8.33 1/2~~ ^{\$8.33 1/2}, and they should each pay to S. S. Surgeon ~~\$6.98 1/3~~ ^{\$7.78 1/2}, and they should each pay to A. R. Anderson ~~\$7.64 1/3~~ ^{\$7.06 1/2}.

In these bonds there are 16 insolvent parties and they should each pay \$8.91 1/2 they are James Worley, John W. Bailey, Wm. R. Graham, A. J. Bailey, Weymouth Lambert, C. C. Bell, Wm. W. Leacy, John J. Sims, John Milbourn, H. B. Milbourn, James F. Jones, S. S. Siskinson, J. W. Whitehead, A. M. Ely, A. J. Wynn and R. H. Linsay.

There are liabilities against all the bonds jointly amounting to \$666.50 Of this sum J. F. Jones (now insolvent) paid \$3.35, A. R. Surgeon paid \$411.63, S. H. Linsay \$78.30, A. R. Anderson \$68.80

P. H. Liveray \$37.25, Jas H. Bundy \$37.62,
 S. S. Surgeon \$19.55, Dickenson Gobble \$5-
 C. M. Hill \$5. There are 13 solvent sureties
 in all the bonds, to wit: Wm McDonald,
 A. R. Surgeon, S. H. Liveray, John A.
 Moore, Wm P. Miller, C. M. Hill
 Dickenson Gobble, John M. Andis,
 Jonathan Dalton, A. R. Anderson
 S. S. Surgeon, Joseph H. Bundy and
 P. H. Liveray. And to equalize them as to
 the sum of six hundred and sixty three dollars
 15¢, the balance after deducting what James
 F. Jones paid, P. H. Liveray should pay to
 S. H. Liveray \$13.76; Joseph H. Bundy
 should pay to S. H. Liveray \$13.39 and
 S. S. Surgeon should pay to S. H. Liveray
 \$14.91. S. S. Surgeon should pay to
 A. R. Anderson \$17.79, and he should
 pay ^{to A. R. Surgeon} \$13.53. Dickenson Gobble must
 pay to A. R. Surgeon \$46.01. C. M. Hill
 must pay to A. R. Surgeon \$46.01.
 Jonathan Dalton must pay to A. R.
 Surgeon \$51.01. Wm McDonald must
 pay to A. R. Surgeon \$51.01. John A. Moore
 must pay to A. R. Surgeon \$51.01. John
 M. Andis must pay to A. R. Surgeon
 \$51.01, and Wm P. Miller must pay to
 A. R. Surgeon \$51.01

In all bonds (except no. 3) there are twenty insolvent securities to-wit: Wm R. Graham, Edw Barker, R. J. Bailey, Joseph Lowe, S. S. Lickerson, Weymond Lambert, Jno. W. Bailey, H. H. Brasier, Lewis Smith, Remondolph Mac, L. C. Bell, James Worley, Wm W. Livesay, Jno. D. Sims, John Milbourn, George B. Milbourn, James F. Jones, Jno. W. Whitehead, A. M. Ely and A. Wynn, they should each pay \$17.09. In Statement on former Report of liabilities on all the bonds.

I have prepared and filed herewith a condensed Statement Marked "X" showing the amount each solvent security should recover against his Co - solvent securities in each and all bonds, and which said recoveries should bear interest from June 13th 1881.

It will be seen by reference to the preceding part of this report that I have ascertained and show the liability of each insolvent security arising upon each and all bonds making them liable in each instance for an equal share with their Co - securities. This I thought should

be done so that a receiver might be appointed and vested with the power to sue and execute against said ~~old~~ insolvent securities should they or any one of them hereafter become solvent. And should anything be thus hereafter collected, it would constitute a fund in the hands of the receiver to be by him paid over to the solvent securities in each instance who have paid or are bound to pay the liability arising therein.

Respectfully Submitted

Wm. F. Orr

Nov. 28th 1882.

Special Counsel.

A. R. Durgener
vs } Comr Orr's 2nd Report.
Wm W Sage et als.

Filed Nov 28th 1882.

J. H. H. H. H.

Clk

Comrs fee \$20.00

A. R. Surgenor.

against
Wm W Sage et als

Pliff

Defts

In Chancery.

The undersigned who was by an order in this case to day appointed a Commissioner instead of Wm A Orr heretofore a Commissioner in said cause, and directed to perform the duties assigned to said former Commissioner respectfully begs leave to report.—

That he finds the former Comr. has performed the duties assigned him and made his report, that said report was excepted to, and the exceptions were sustained as to some two or three items in said exceptions, though no order was entered showing the action of your Honor on said exceptions, but your Comr. understands that the re-committing of said former report to your Comr. was for the purpose of correcting or modifying it according to the action on said exceptions, and I have made a statement which is herewith filed marked "O" showing the sums that each solvent security should pay or recover on account of payments made or not ^{made} ~~pay~~ by them, respectfully,

as securities of said Sage, and in arriving at this result, I have let some attys fees paid by certain securities, be a charge against the securities generally, except those excepting to the action of said former Comr. who seem to have had no interest therein, and I have disallowed the \$25.⁰⁰ paid by S. H. Leacy to R. A. Ayers, as it seemed to be for his own benefit, and I have made all the solvent securities contribute to the costs of this suit, I have also corrected the matter in regard to what sum Jonathan Dalton had paid. The said paper "O" shows the result,

Respectfully submitted.

James W Orr. Comr.
Sept 7th 1883.

A. R. Surgener
vs { Cour J. W. Orr's Report
Am W Sage et als.

Filed Sept 4th / 1883.

J. Als Hyatt
, , , Clerk

Cour's fee \$5.00

Statement of amounts that the salient securities
of Wm W Sage late Sheriff of Lee County should
recover from each other, as of June 1887.

A. R. Senger should recover as fol-
lows, to wit.

From Wm P Miller, to 4 \$50.78, to 5 \$582.36 to 4.5 + 6 \$8.33 1/2	641.47
+ on all bonds, \$54.21	54.21
	<hr/> 695.68
From C. M. Hill, all bonds	49.21
" A. R. Anderson, to 5:	263.30
" S. S. Senger, to 5 \$431.78, to 6 \$192.45, all \$34.66	658.89
" P. H. Leracy, to 6 \$75.21, all \$16.96	112.17
" S. H. Leracy, to 6 \$249.59, to 4.5 + 6 \$8.33	257.92
" Dickinson Goble, to 4.5 + 6, \$8.33, all \$49.21	57.54
" J. M. Andis to 4.5 + 6 \$8.33 all \$54.21 to 4 \$21.79	84.28
" Jonathan Dalton, to 4.5 + 6 \$8.33, all \$15.44	23.77
" Joseph H Bundy to 4.5 + 6.	8.33
" Jno A Moore, all bonds.	8.63
" Wm McDonald " "	12.70
	<hr/> 2232.42

John A Moore should recover as of same
date.
From S. H. Leracy, on to 2.

	9.94
" William P Miller, to 2.	45.58
	<hr/> 55.52

S. H. Leracy should recover as of same date.		
From.	John M Andis, to 4,	15.27
"	Jonathan Dalton, all bonds	24.09
		<u>39.36</u>

Jonathan Dalton, should recover, same date,		
From.	C. M. Hill, on No 4.	26.12
"	Dickinson Galilee, to 4.	50.78
"	J. M. Andis to 4	13.80
		<u>90.70</u>

Joseph H Bundy, should recover, same date		
From	Wm P Miller, to 6.	342.30
"	P. H. Leracy to 6.	123.90
		<u>466.20</u>

S. S. Surgener, should recover, same date		
From.	C. M. Hill, nos 4, 5 + 6	7.78
"	Wm P Miller " " " "	7.78
"	Dickinson Galilee " " " "	7.78
"	S. H. Leracy " " " "	7.78
"	John M Andis " " " "	7.78
"	Jonathan Dalton " " " "	7.78
"	Joseph H Bundy " " " "	7.78
		<u>54.46</u>

A. R. Anderson must ^{repay} ~~pay~~ same date.

From -	C. M. Hill,	Vol 4. 5. + 6.	7.06
"	Wm P Miller	" 4. 5. + 6.	7.06
"	Dickinson Goble	" "	7.06
"	S. H. Leracy	" "	7.06
"	John M Audis	" "	7.06
"	Jonathan Dalton	" " \$7.06, all \$14.59	21.65
"	Joseph H Bundy	" "	7.06
			\$ 64.81

A. R. Surgenor.

Statement showing standing
of securities with each other
Jm W Sage et als.

"O"

5

Commissioners Office Jacksonville Fla. March 22 1884.

A. R. Surgenor

Plff

vs.

Wm. H. Sage & others

Defts

In Chancery on Long Bill

To the Hon John A. Kelly Judge of the circuit
Court of Lee County Virginia

By a decree entered in this cause on the 5 day
of Sept. 1883 the undersigned were appointed commis-
sioners and directed to state and adjust all the matters
of account involved in the cause, among the duties of
Wm. H. Sage in his several offices as Sheriff and tax collector
for Lee County mentioned and referred to in the Plffs Bill.

Wm. H. Sage has leave to say that they have attempted
to discharge the duties thus assigned them, in the
manner shown in the several statements of those matters,
hereafter made exhibits with this report.

Our object has been to so prepare each statement as
to show upon its face the manner of arriving at the
results reached in each case without referring in
detail to those matters in this report.

In the first place we have stated the account of
the plaintiff as receiver in this cause and herewith
file the same as a part of this report marked (A & B)

In this statement we charged him with the sums paid
for him to account for as we thought amounting to \$1094.40
we then gave him credit for the costs of this suit of \$330.88

which left \$763.52 to be applied to the relief of the securities in the several bonds according to the liabilities falling on each bond, or resting on two or more bonds jointly. And of said last named sum was transferred to the relief of bond No. 1 \$17.94. to bond No. 2 \$20.96. to bond No. 3 \$35.20. to bond No. 5 \$364.00 to bond No. 6 \$256.05 to Bonds No. 4 & 5 \$27.20 and to bonds No. 4, 5 & 6. \$42.17 and this squares up the receivers account, and these sums are disposed of in the statement of the matters resting on said bonds separately and jointly as will be seen by reference to the statement relating to each. We find no liability falling on bond No. 3 and hence not mentioned in the list above.

In the second place we stated the account growing out of the liabilities which fell on bond No. 1 as between Mr. McDonald and his co. bondsmen and herewith file the same marked (A B D)

In the third place we stated the account growing out of the liabilities which fell on bond No. 2 among the securities therein and file herewith the same marked A B E.

In the fourth place we stated the account growing out of the liabilities which fell on bond No. 4 among the securities therein and herewith file the same marked (A B F)

In the fifth place we stated the account growing out of the liabilities incurred and paid on bond No. 5 among the securities therein and herewith file the same marked (A B G)

In the sixth place we stated the matters of account growing out of liabilities and sums paid by securities in bond No 6 among the parties therein interested and hereunder file the same marked (A B H)

In the seventh place we stated an account of liabilities which we thought should fall on the securities jointly in bonds No 4 and 5 among them, and hereunder file the same marked (A B I)

In the eighth place we thought there were some liabilities and costs which had been incurred which ought to fall on bonds No 4 5 and 6 jointly and of such we prepared a further statement and hereunder file the same marked (A B J)

Based on these several statements of the matters we then prepared an additional ^{statement} showing the final sums recoverable by the several parties against the several parties therein named and hereunder file the same marked (A B K)

This statement summarizes down and shows at a glance all the sums and all the persons who are entitled to recover according to the foregoing several statements.

And tenth and last. We ascertained as we went along through said several statements the aggregate sum which by our estimate of the matters fell upon bond No 1 No 2. No 4, No 5 No 6. and upon bonds 4+5 jointly and upon bonds 4, 5+6 jointly; we then divided the sum so ascertained among all the securities in each of said bonds whether solvent or not, and in this way ascertained what each party ought to pay.

and as we finally adjusted the liabilities among the solvent
parties in each bond, and each set of bonds, we thought
proper to prepare a further statement showing how much
each of the insolvent parties in each bond & set of bonds
ought to pay to make their equal part, and we accordingly
prepared such a statement and herewith file the same
marked (A.B.L.) And we suggest that C.T. Duncan
be appointed a receiver and directed to collect from said
insolvents the sums owing by them respectively as shown
in the several tables on said paper (A.B.L.) and that he pay
out such sums as he may collect in the manner therein
indicated

Respectfully Submitted

James W Orr. } Commrs.
Henry J Morgan }

A. R. Sanger

vs. { Comm. On Morgan Refute.

W. W. Sage & others.

Filed March 1884

J. F. H. H. H. H.

1884

1884 March received from

Comm. On 525.00

Witness all well by these presents, That we Mr Sage,
and William C. Graham William McPherson, Benjamin H.
Carter Andrew Bailey Joseph Lawrence and Daniel S. Dick-
erson are full and firmly bound unto the Commissioners
of Virginia in the sum of Fifty Six Thousand Dollars for the
payment thereof well and truly to be made to the Common-
wealth, our heirs our executors and severally jointly
by these presents. Witness our hands and seals this 20th
day of April 1867.

The condition of the above obligation is such that
Whereas by a Commission bearing date February the 2nd
1867 the above named Mr W. Sage was appointed Sheriff of
the County of Lee and State of Virginia, to fill the vacancy
occasioned by the expiration of the term of service of Jacob
H. Orr said Commission having been issued under
the authority of Great Major General George Stannan
commanding the District of Virginia by which said Sage
is directed to perform all the duties of said office according
to Law until his successor shall be duly elected or appoint-
ed and qualified. Now if the said William M. Sage shall
neglect faithfully all the duties pertaining to the office
of Sheriff aforesaid according to Law then this obliga-
tion to be void otherwise to remain in full force and
virtue.

Signed W. B. Barker Seal
Andrew Bailey Seal
Joseph Lawrence Seal
Daniel S. Dickerson Seal

Signed
William M. Sage Seal
W. C. Graham Seal
W. McPherson Seal

Virginia.

It is hereby duly certified and sold for Lee County at the Court
House thereof on Tuesday the 20th day of April 1867.

Wm H. Sage who was on the 22nd day of January 1862
 appointed by Secret. James General George Stearns, lately
 commanding the the District of Oregon Sheriff of
 the county of Lee and who was empowered and direct-
 ed to perform all the duties of his office until his suc-
 cessor shall be duly elected or appointed and qualified. This
 was appeared in court and together with William C. Har-
 nish, William McDonald, Benjamin M. Barker, Andrew
 J. Bailey, Joseph Lacey and Daniel S. Dickinson, his secu-
 rities entered into and acknowledged a bond in the
 penalty of \$5,000.00 conditioned according to law which
 bond is duly returned. And therefore the said Sage has
 the oath of fidelity to the Constitution with the oath
 prescribed by act of Congress passed July 2nd 1862. the
 oath against dwelling and the oath of office. And the
 clerk of this court is ordered to record said bond
 and is also directed to transmit a copy thereof to the
 Auditor of Public Accounts together with this order.

A copy.

Wm H. Sage Secy. C. C. D. C.

W. C. Stearns

25 { Copy of Bond to L

Wm H. Sage Sheriff

"No 1"

Subscribed & sworn to: James
 Clerk of the District

Jan 11 1862

Voucher
116
1875-
July 14th
Wm M Donald

Statement of amounts paid, ^{by} the Securities of
Wm W Sage Late Sheriff of Lee County, Va. in
his Official bond No. 1 dated April 20th 1869.

To Wm M Donald for amount paid	23 80
on a fi. fa. issued from the Circuit Court of Lee County in favor of H. W. M. Ferguson for T. V. Ferguson vs Sage & Sureties (See voucher 116 with M Donalds Answer)	

Voucher
117
1875-
Oct 19th
Same

To int. on same	8 42
To Same for amount paid on a fi. fa. in favor of J. W. Carter admr & exor vs same parties (See voucher 117 with Acct.)	32 22
To int. on same	91 80
	32 03

Voucher
129
Feb 11/72
Jas Worley

Total amount paid on Bond No. 1	123 83
	\$156 05

Statement of Bond.
No 1

7

Report No 1

\$156.⁰⁵

Know all men by these presents that we Wm T. Sage William C. Graham A. C. Linscum Major John P. Smith John W. Bailey Simon G. Braiser Lewis Smith Jonathan Dalton S. F. Leary John H. Miller William B. Miller and Raleigh Tice of the County of Lee and County of Loudoun unto the Commonwealth of Virginia in the sum of twenty five thousand dollars for the payment whereof we and they to be made to the said Commonwealth by kind annuities jointly and severally bind by these presents. Witness our hands and seals this 18 day of November 1869.

The condition of the above obligation is such that when as the above bound Wm T. Sage was on the 1st day of February 1869 commissioned by Exrort Major General George H. Stannard then commanding the Military District of Virginia as Sheriff of said County and State to fill the vacancy occasioned by the expiration of the term of service of James T. Orr as such Sheriff and directed to perform all the duties of said office according to law until his successor shall be duly elected or appointed and qualified. Now if the above bound William T. Sage shall well and faithfully perform and discharge all the duties pertaining to the office of Sheriff aforesaid according to law then this obligation to be void other to remain in full force and virtue.

Lewis Smith	(Seal)	William T. Sage	(Seal)
S. F. Leary	(Seal)	W. C. Graham	(Seal)
John H. Moore	(Seal)	A. C. Linscum	(Seal)
Wm B. Miller	(Seal)	Major John P. Smith	(Seal)
Raleigh Tice	(Seal)	John W. Bailey	(Seal)
Jonathan Dalton	(Seal)	Simon G. Braiser	(Seal)
Copy. List.		John C. Orr. Secy.	

A. R. Singer
56 copies sent to
W. W. Sigo, Sheffield

No 2

Sent to:
A. R. Singer
D. H. Linsay
J. A. Moon
Wm. P. Miller

For 40¢

Statement of amounts paid by the Securities
of Wm W Sage late Sheriff of Lee County, Va. ^{and by whom paid}
in his Official bond No. 2 dated Nov. 18th 1869.

1874

May 2nd Surtis in said bond to S. H.
Linsay for amount paid on a
judgment rendered by the County
Court of Lee County, Va. on the
day of 18, in favor of
Wm R. Mahan who sued for the
benefit of W. W. Keller vs said Sage
Sheriff and Lewis Smith, A.R.
Surgeon, H. H. Brashier, S. H.
Linsay, John A. Moore, Wm P.
Miller, R. L. Hamblin, Adm. of
Randolph Tice deceased, Jonathan
Dutton and John W. Bailey part of
surtis in said bond - upon which
judgment affi. fa. issued (See Vou-
cher 101)

S. H. Linsay

Voucher
101-2

1874

May 17

To interest thereon from May 2nd 1874	6.40	15.00
To amt. paid on same		10.00
" int. thereon from May 17th 1874	4.24	
And June 13th 1881		35.64

Total on this page

✓ 35.64

Dr	Cr
\$35.64	

Amount forward

1874
May 18"
Moore

To John A. Moore for amount
paid on the matter described on
the foregoing page

49.00

1874
May 17"

To int. on same from said date
" amount paid on same
" interest on same

20.58

55.00

22.10

And June 13th 1881

42 68 104.00

(See Voucher 101 & Recpt filed with Moore's Acc.)

\$146.68

Total amount paid on Bond No. 2

\$182.32

Statement of Bond
No. 2.

Report-No 1

8/82 ³²

Statements for 2 Reports of Amounts paid
by Securities of Wm W. Sage late Shff. Lu
Co. in Bond No. 4 \$ C & C

1887
Voucher
"A"

S. H. Linsay

To amt paid by S. H. Linsay to
Hagan & Pridemore attys
for Auditor Pub. Accts of Va 50 00

Lub.

16 05-

66 05-

Voucher

"B"

S. H. Linsay

To amt paid by same to
R. A. Ayers atty for services
rendered for these Securities

25 00

1879
Mch. 12
Voucher
C

Jonathan
Dutton

To Jonathan Dutton for amt.
paid to Wm F. Taylor late Aud.
Pub. Accts, Va

200 00

Lub

27 00

amt.

227 00

1877
Sept. 3rd
Voucher
D

A. R. Surgen

To A. R. Surgen for amount
paid Hagan & Pridemore
attys for auditor Pub. Accts
on a judgment in favor of
the Commonwealth

100 00

Lub. on same

23 30

amt. June 13th 1881

123 30

1877
Sept. 3rd
Voucher
C

C. M. Hill

To C. M. Hill for amt. paid same
attys on same account

20

Lub.

4 64

amt.

24 94

"over"

Totals

Am't Paid by S. H. Liveray	\$91.05
" " " Jonathan Ballou	227.00
" " " A. R. Surgeur	123.30
" " " C. W. Kilb.	24.66
Total liability on Bond No 4	\$466.01

6 Salient Securities - 8 Insolvents.

Note.— No liability was ascertained against Securities in bond No 4 in the first account "alone"

Statement of Bond 4

2nd Report

Know all men by these presents, That we, William
 N. Sage, John D. Sims, Abraham P. Anderson, James Nasley,
 John Williamson, Stephen S. Surgever, George B. Williamson,
 John W. Bailey, James H. Jones, William B. Miller, Abraham
 P. Surgever, and Daniel S. Dickenson, are sold and
 firmly bound unto the Commonwealth of Virginia
 in the sum of thirty thousand dollars, for the true
 payment thereof with and truly to be made, to the said
 Commonwealth, nor said successors jointly and se-
 verally, firmly by these presents, With our hands
 and seals this 19th, day of May, 1870.

The condition of the above obligation is such that
 whereas the above named William N. Sage was by
 Henry J. Morgan Judge of the county court of Lee County
 this day appointed Sheriff of the County of Lee to serve
 as such until his successor shall be duly elected and
 qualified, And if the said William N. Sage shall come
 and faithfully perform and discharge the duties of
 his office aforesaid according to law, then this obli-
 gation to be void, otherwise to remain in full force
 and virtue.

William N. Sage Seal
 John D. Sims Seal
 A. P. Anderson Seal
 James Nasley Seal
 John Williamson Seal
 S. S. Surgever Seal

George B. Williamson Seal
 John W. Bailey Seal
 Jas. H. Jones Seal
 William B. Miller Seal
 A. P. Surgever Seal
 Daniel S. Dickenson Seal

A copy
 Given from B. C. M. O. C.

A. R. Sargison
to Capt. Sargison
H. H. Sargison, et al.

No 5

Interest:
A. R. Sargison
Jas. Sargison
S. S. Sargison
W. H. Sargison
A. R. Sargison

Dec. 40 9

Statement of amounts paid by the Securities
 of Wm. H. Sage late Sheriff of Lee County Va.
 in his official bond No. 5 dated May 19th 1870.

1874

Mar. 23rd

Voucher

(103)

A. R. Anderson

Surplus in said bond to A. R. Anderson for amount paid on a judgment rendered by the County Court of Lee County, Va. on the day of 18- for \$72¹⁰ with interest from Oct. 21st 1873 till paid and \$9²⁹ in favor of James R. Stael for W. H. Graham vs. said Sage Sheriff &c and J. D. Sims, A. R. Surgeon, A. R. Anderson, James Worley, S. S. Surgeon, and Wm. P. Miller, part of Surplus in bond No 5 upon which judgment a fi. fa. issued & is a voucher (103)

25 00

To interest thereon 10 82

1874

May 16

" amount paid are same 62 43

" interest thereon 24 53

And June 13th 1881 124 38

1872 +

Dec 10

Voucher

To Geo. B. Milbourn for amount paid upon a fi. fa. See voucher 112

63 77

112

Interest to June 13th 1881

31 82

95 57

Dr
Sub of ch

1874
Nov 23+
Voucher
108 +

To A. R. Anderson for amount
paid upon a fi. fa. issued
from the Circuit Court of Lee
County and made returnable to
April Rules 1874, for \$59.53 with
interest from Oct. 21st 1873, till
paid & \$8.11 Costs (See fi. fa. filed here)

25.00

To interest thereon

10.82

Amount July 13th 1881

35.82

1874 +
Nov 16"
Voucher
109 +

To James Worley for amount paid
on a fi. fa. issued from the
Circuit Court of Lee County (See fi. fa.
here filed Voucher 109)

58.16

To interest on Same

24.24

+ Amount June 13th 1881

82.40

Voucher
102 +
1881
Jan 7th +

To A. R. Surgeon for amounts paid by
him on a fi. fa. issued from the
Circuit Court of Lee County here filed
as Voucher 102

100.00

+ To Sub on Same

2.50

Feb 19 +

To amt paid

249.50

+ To Sub on Same

4.99

		Dr	
Feb. 28	To amt. paid		14.34
+	To Interest on same		70
+	Amount June 13th 1881		372.03
	To A.R. Surgeon for amounts paid on		
+	a fi. fa. in favor of Council for 75		
	vs Wm. D. Sage, Jno. D. Sims, A.R.		
A.R. Surgeon	Anderson, James Woodley, Geo. B.		
+	Wilbourn, S. S. Surgeon, Jno. W.		
+	Bailey, James & James, Wm. Miller		
	& V.R. Surgeon - filed here as		
Voucher	113	+	20.00
1878	To int. on same		3.04
Dec 1	To amt. paid		8.00
" "	To int. on same		12.16
Voucher	114	+	100.00
1878	To amt. paid		15.20
Dec 2	To int. on same		502.83
Voucher	115	+	735.23
1881	To amt. paid to S. S. Surgeon by		35.00
Jan 7	To A.R. Anderson for amt. paid on		4.90
1879	same fi. fa.		39.90
Feb. 13	To int. on same		35.00
A.R. Anderson	+		4.90
1879	To amount paid on same by		37.90
Feb. 13	S. S. Surgeon		
S.S. Surgeon	+		
	To int. on same		
	Amount		
			37.90

		\$	C	S	C
		Sub			Rem
June 15 th 1870	To A.R. Surgen for amounts paid				
A.R. Surgen	Andrew Milbourn, O.C. Bolin,				
Voucher	126 + and A. Wynn				129 75
	+ To interest on same			85 60	
	+ Amount June 13 th 1881				215 35

Apr. 2 nd 1878	To A.R. Surgen for amount paid				
A.R. Surgen	Hagan & Tidmore attys on a forth				
Voucher	127 + coming bond vs Sage & Securities in favor				
	+ of Marion J. Remington et al in				
	+ Circuit Court of Lee County				142 75
	+ To interest on same			27 22	
	+ Amount June 13 th 1881				169 97

1877 Apr 2 nd	To A.R. Surgen for amounts paid				
A.R. Surgen	Wm H. Burns and M. B. D. Lane				
Voucher	128 + attys for services which were for				
	+ the use of the Said Shff. and				
	+ Securities.				55 00
	+ To int. on same			16 50	
	Amount				71 50

Feb & Mch 1882	To A.R. Surgen for amounts paid on				
A.R. Surgen	a fi. fa vs Sage & Securities in favor of				
Voucher	129 + 130 Com B. Dickinson				600 00
	+ To same for amt. of fee bill paid J.W. Orr Clerk				14 10

Statement of -
Bond No. 5-

Report No. 1

x 2277. 78

Statement for² Report of amounts paid by
 securities of Wm. W. Sage late Shff Lee B. in
 his Bond No. # 5- five

1877
 Aug 29
 Voucher
 "A"

S. S. Surgeon

To S. S. Surgeon
 1/2 of \$50.00 paid Nurse.

Hagan & Pridemore attys for
 the Commonwealth (for adv.)

Re in Statement of Bond No. #

To Interest on same

Amount June 13th 1881

1877
 Aug. 29

Voucher
 "A"

A. R. Anderson

To A. R. Anderson for amount

paid on same claim to

the same Attys & C

Interest

Amount

1877
 Sept. 3

Voucher
 F.

J. F. Jones

To J. F. Jones for amount paid

Same attys on same claim

Int.

1873
 Apr 5th

Voucher
 G.

J. F. Jones

To James F. Jones for amount paid

b. L. Hamblin S. L. C on a fi. fa

in favor of J. R. Nailb for M. K.

Graham

Int.

1881

June 13

Voucher

H.

A. R. Anderson

Bonds 5

To A. R. Anderson amt. paid and

assumed to be paid (Clerk & Judge)

amt. of Y. S. Ely Adm. for & C in

County Court Lee County

\$	C	X	C
50			16 05
25 00			16 05
			8 2 1/2
			64 05
50 00			16 05
			66 05
50 00			11 45
			61 45
71 92			35 15
			107 07
			44 64

1881

\$ 282

June 13 To S. S. Surgeon for amount paid
Voucher on a judgment of J. S. Ely Adm
H for &c in the County Court of
S. S. Surgeon Lin County

4464

1877

May 21 +

To A. R. Anderson for one half
Voucher of a 15% note executed to Morrison
A. R. Anderson and Surcan for legal services
by himself and James Worley
Interest

750

178

+

amt.

828

1877

May 21 +

To James Worley for one half
Voucher of the item with above named
Interest

750

178

+

Amount

828

"Totals"

185981

A. R. Surgeon has paid

185981

James Worley " "

9068

S. S. Surgeon " "

15059

G. B. Milbourn " "

9557

A. R. Anderson

319.07

Total liability

257572

4 amount and 7 interest

Condensed statement of the liability of Wm Wm
Sago's (Shff) Securities in Bond No. 5,
 as is ascertained by this and the former
 account, and by whom paid.

Amount of liability

A. R. Surgen has paid

James Conley " "

S. S. Surgen " "

Geo. B. Milbourn " "

A. R. Anderson " "

25	75	72	
			1859 81
			90 68
			150 59
			95 57
			319 07
25	75	72	2575 72

Statement Book 5-

Due Report-

Know all men by these presents That we William
M. Sage John Williams William R. Miller Samuels
G. Leary William W. Leary Abraham C. Surgeon Dan-
iel S. Dickerson Stephen C. Surgeon Joseph Sunday
Jacobus Watson John W. Whitland Andrew P. Bailey
John W. Bailey Andrew M. Ely P. W. Leary and Alex-
ander Wynn of Lee County are and jointly bound
unto the Commonwealth of Virginia in the sum
of Five Thousand dollars for the payment thereof well
and truly to be made to the said Commonwealth, so
well and truly jointly and severally firmly by these
presents and our heirs and assigns the benefit of our
several Exemptions as to this bond. Witness our hands
and seals this 18th day of January 1871

The conditions of the above obligation are such That
whereas the above named William M. Sage late Sheriff
of the County of Lee whose term of office expired on the
3rd day of December 1870 has been by the General As-
sembly of Virginia authorized and empowered
by an Act thereof approved January the 6th 1871 to
proceed with the collection of the State Revenue and
County Taxes which have been or may be assess-
ed for the year 1870 in like manner as the same
have heretofore been collected. The Judge of the County
Court of said County having examined the bond heret-
ofore executed by the said Sage as such Sheriff and
both deem the same insufficient and both regard
the execution of a new bond as required by the Act
as aforesaid. Now if the said William M. Sage shall
well and faithfully collect the state Taxes and county
Taxes which have been or may be assessed for
the year 1870, within the time prescribed by law

and shall well and truly pay into the State Treas-
 ury the said State Taxes and shall also pay the said
 county levy to the said settled towns and within the time
 prescribed by law, and shall otherwise conform
 to all laws relating to the collection of the public
 Revenue and county service, then this obligation to
 be said, otherwise to remain in full force.

Stephen Sargent Seal
 Joseph H. Bailey Seal
 J. H. Whitcomb Seal
 John H. Bailey Seal
 A. M. Ory Seal
 W. H. Lacey Seal
 Alexander ^{his} ~~Wright~~ Seal
 Jonathan Latta Seal
 & copy

William H. Sage Seal
 John Milham Seal
 A. L. Bailey Seal
 William B. Miller Seal
 S. H. Lacey Seal
 William H. Lacey Seal
 A. L. Sargent Seal
 David D. Dickman Seal

Teste - John C. O. & B.

Jan 40 &
 J. H. Bailey

Subscribed
 S. H. Lacey
 J. H. Bailey
 J. H. Bailey

10-6

W. H. Lacey
 J. H. Bailey
 J. H. Bailey

Statement of Amounts paid by the Securities
of ^{by whom paid} Wm. Sage late Sheriff of Lee County, Va, in
his Official bond No. 6 dated Jan. 18th 1881.

1876

July 1st

Voucher
100

J. T. Bundy

Securities in said bond to J. T.
Bundy for amount paid on a
decree rendered by the circuit Court
of Lee County on the day of 18
vs said Sage Sheriff and said
Bundy and A. R. Surgenor, A. J.
Bailey, S. H. Lindsay, W. W. Lindsay
S. S. Surgenor, J. M. Whithead, A. M.
Ely, P. H. Lindsay, and Jonathan
Dutton, upon which decree a fi. fa.
issued (Voucher "100")

To interest thereon from said date to June 13th 1881

Amount June 13th 1881

16 00

4 65

\$ 20 65

1876

July 3rd

Voucher
100

A. R. Surgenor

Securities in said bond to A. R.

Surgenor for amount paid on the
decree just described

To interest thereon from July 3rd 1881

Amount June 13th 1881

8 48 1/3

2 52

11 00 1/3

1876

July 3rd

To S. S. Surgenor on same account

To interest thereon date of payment

Amount June 13th 1881

8 48 1/3

2 52

11 00 1/3

1876			
July 3"	To S. H. Linsay for amtk. paid on same		
<u>Voucher</u>	Matter described on foregoing page		848 1/3
<u>100</u>	To int. on same from July 3" 1886	252	
S. H. Linsay	Amount June 13th 1881		1100 1/3

1872			
Feb —	To Daniel S. Dickinson's estate for		
<u>Voucher</u>	amount paid on a judgment		
<u>104</u>	rendered by the County Court of Lee Cou-		
D. S. Dickinson	nty on the day of 18, for		
	\$70.22 & int. from June 8" 1871 till		
	paid in favor of Charles Doug-		
	herty Surve vs said Sage, Jeff		
	and A. R. Surgen, A. G. Hyatt,		
	M. Bailey, Daniel S. Dickinson,		
	John Willbourn, A. M. Ely, J. M.		
	Whitehead, S. S. Surgen, S. H. Lin-		
	say, W. H. Linsay, S. H. Linsay,		
	J. H. Bundy, Jonathan Dalton,		
	and H. P. Miller part of said		
	securities	2780	
	To interest on same of said date	1680	
	Amount June 13th 1881		4460

1872			
Feb —	To A. R. Surgen for amount paid		
<u>Voucher</u>	on same debt as judgment		2780
<u>104</u>	To interest on same	1680	

A. S. Surgeon

		Dr	Cr
	Amount June 13 th 1881		46 40
1872	To Joseph Bundy for amount		
Feb -	paid on same judgment		29 80
Voucher	" interest on same	16 80	
104			
J. H. Bundy	Amount June 13 th 1881		46 60

1874	To Joseph H. Bundy for amount paid		
Dec. 4 th	upon a fi. fa. issued by the Clerk		
	of the County Court of Lee County		
	upon an original judgment		
	dated Dec. 22 nd 1877 and made		
Voucher	returnable to Dec. Rules 1877, in		
105	favor of J. M. Whithead who was		
	for the use of Chas. Sangherty, Surg.		
	vs said Sage, Shiff. & Co and Wm P.		
	Weller, S. H. Linsay, Wm W. Linsay,		
	John Milbourn, A. J. Bailey,		
	A. R. Surgeon, D. S. Dickinson,		
J. H. Bundy	S. S. Surgeon, J. H. Bundy,		
	J. M. Whithead, J. M. Bailey,		
	P. H. Linsay, Alex. Hyman, and		
	Jonathan Dutton, part of		
	amounts in said bond		150 00
	To interest thereon	40 65	
	Amount June 13 th 1881		190 65

1877

Dec 22

Voucher

106

A. R. Surgeon

To A. R. Surgeon for amount paid
upon a fi. fa. which issued from
the clerk's office of the County
Court of Lee County upon a
judgment rendered upon a
for the coming bond against S. S.
Surgeon, A. R. Surgeon, S. H. Linsay
and Thomas W. Pherson. (This bond
was given upon the fi. fa.
last described on the foregoing
page 7

10 00

To interest on same 209

1878

Mr. 8th

To amount paid on same 50 00

" interest on same 9 80

1878

Jan 7th

" To amount paid on same 100 00

" interest on same 20 10

1878

Mar. 4

" To amount paid on same 327 00

" interest on same 69 32

1878

Mr. 4th

Amount June 13th 1881

588 31

Voucher

106

To S. H. Linsay for amount
paid on same fi. fa.

67 50

" interest on same 14 21

S. H. Linsay.

Amount June 13th 1881

81 71

1881

Jan
A. R. Surgeon

Voucher

131

To A. R. Surgeon for amount of fee
paid for over-claim

1 64

Dr
7
7
7

1878
Mo. 4th
Voucher
186
S.S. Surgen
To amount paid on same fi. fa.
by S.S. Surgen
" interest on same
Amount June 13th 1881

67.50
14 21
81.71

1878
Mar 4
Voucher
186
A.R. Surgen
To A.R. Surgen for amount paid
on same fi. fa.
" interest on same
Amount June 13th 1881

192.00
40.70
232.00

1873
Feb. 17
Voucher
187
J.H. Bandy
To Joseph N. Bandy for amount
paid on a fi. fa. issued upon
a judgment in the County Court
of Lin County for \$321⁷⁰ & interest
from July 14th 1871, till paid,
Subject to a credit of \$21.25 Oct.
27th 1871.
To interest on same
Amount June 13th 1881

367.37
183.21
550.58

1871
July 14th
Voucher
No. 110
To D.S. Dickenson's Estate for amount
paid upon a fi. fa. issued from
the Clerk's office of the County Court
of Lin County, dated Aug. 30th 1872
for \$143.00 & int & \$6.38 costs
over

80.00

72 B. 4

Int	Dr	Pr
47	20	
		127 20

Dictator's
Est.

To interest on same
Amount June 13th 1881

1873
Mr. 17
Voucher
111

To S. S. Surgen for amount paid
on a fi. fa. issued on same jud-
gment for \$6.96

38 13

S. S. Surgen

Interest on same
Amount July 13th 1881

19 0 1/2
57 14 1/2

Voucher
111
P. H. Lindsay

To amount paid by P. H. Lindsay on
same judgment and fi. fa
Interest

38 13

19 0 1/2
57 14 1/2

1872
Dec 10
Voucher
112

To A. B. Milbourn for amount paid
upon a fi. fa. issued from the
County Court of Lin

Statement of Bond
No 6

Report No 1

2/5/55

1877

Aug 29
Voucher
"A"

P. H. Linsay

Statement for 2nd Report of amounts paid
by Securities of Wm W. Sage, Late Shff. Lu C
in his Bond No. ~~4~~ four Six \$ 4 \$ C

To P. H. Linsay amount paid

Hargreaves & Pridemore attys for

Auditor Pub. Accts of Va

50 00

Sub on same

16 05-

Auth. June 13th 1881

66 05-

"Totals"

P. H. Linsay paid this bond

123 19

A. N. Surgeon " " " "

879 53 1/2

J. H. Bundy " " " "

808 48

S. S. Surgeon " " " "

149 85-

S. H. Linsay " " " "

92 71

D. S. Dickenson " " " "

173 80

Total Liability No 6

\$2227 59

5 Solvent & 8 insolvent Securities

condensed statement of the liability of of Wm W.

Sage's (Shff) Securities in bond No. 6 as is

ascertained by this and the former account,

and by whom paid.

\$

\$

Amount of liability

2227 59

P. H. Linsay paid

123 19

A. N. Surgeon "

879 55-

J. H. Bundy "

808 48

S. S. Surgeon "

149 85-

S. H. Linsay

92 71

forward.

for ...
Auto forwarded
And paid by G. S. Dickinson

\$	\$
2227.59	2053.79
	<u>173.80</u>
\$ 2227.59	\$ 2227.59

Statements of Bonds &
Luce Reports

I have all now by these presents that we William
 M. Sage, A. C. Sargener John W. Bailey, Simon Eli, C. C.
 Beck, C. C. Beck, James W. Hoxey, Samuel F. Williamson, Jonathan
 Dalton, Stephen S. Sargener and William C. Brown
 of the County are sold and firmly bound unto the
 Commonwealth of Virginia in the sum of Thirty
 Five Thousand dollars for the payment thereof well
 and truly to be made to the said Commonwealth, our
 heirs and assigns, separately and jointly firmly by these
 presents. Witness our hand and signatures this 20th
 day of December 1862.

The condition of the above obligation is such
 that whereas by a Commission bearing date January
 2nd 1862 the above named William M. Sage was appointed
 Sheriff of the County of Lee and State of Virginia
 to fill the vacancy occasioned by the expiration of
 the term of service of James M. Orr said Commission
 having been issued under the authority of the Hon. the
 General Assembly late commanding the District
 of Virginia by which said Sage is directed to perform
 all the duties of said office according to law until
 his successor shall be duly elected or appointed and
 qualified. Now if said Sage shall well and faith-
 fully perform and discharge all the duties pertain-
 ing to the office of Sheriff aforesaid according to
 law then this obligation to be void otherwise to
 remain in full force and virtue.

William M. Sage	(Seal)	James W. Hoxey	(Seal)
A. C. Sargener	(Seal)	Samuel F. Williamson	(Seal)
John W. Bailey	(Seal)	Jonathan Dalton	(Seal)
Simon Eli	(Seal)	Stephen S. Sargener	(Seal)
C. C. Beck	(Seal)	W. C. Brown	(Seal)
A copy. Wm. C. Brown			

S. C. Surgeon
33 } Copy Band No 3
7-77. Large Shiff's all

No 3

Fee 409

Statement of amounts paid for certain securities of Wm. H. Sage, Sheriff, which was for the benefit of all L. securities in the several Official bonds of said

Voucher 118

Sage, Sheriff

A. R. Suggs

To amt paid on a note given by

1878 Dec 4th

Hague & Widdowson, attys. to

+ defend interests of all Sage

+ Securities as Sheriff.

+ To Int. on same

+ Amount June 15th 1881

Voucher 119

To S. H. Linsay for amount

July 20 1880

paid on same note on

S. H. Linsay

Judgment on same

+ To interest on same

+ Amount

Feb 17 1884

To amount paid by same

Voucher 120

upon same

Same To int on same

Voucher 120

To P. H. Linsay for amount

1880 Mar. 17

paid by him on same

P. H. Linsay

To int.

Voucher 121

To amount paid by A. R. Anderson

Mar. 15 1880

on same

A. R. Anderson

To int on same

+ To int on same

Amount June 15th 1881

\$

64 04

9 60

73 64

30 00

2 55

32 55

30 00

2 50

32 50

30 00

2 25

32 25

30 00

2 25

32 25

Voucher 122

Mar 1 1880 To J. H. Bundy for amount paid

J. H. Bundy on same

+ To int. on same

+ Amount

35 00

2 62

37 62

1881

June 13th
Voucher
135

To A. R. Surgen for amount
paid for same and Duncan
attys

125 00

Additional sums allowed since last
Report-

1882

Sept 4th +
Vouch J.

S. S. Surgen paid Lane & Richmond on 75% fee

14 55

1882 +

Same " Lane & Duncan Ely Case (fee) +

5 00

Sept 4 +

A. R. Anderson for Lane & Richmond on 75% fee

18 00

1882 +

Same for Lane & Duncan fee Ely Case

5 00

Sept 4 +

1882

Sept 4 +
Vouch K

S. H. Linsay for Lane & Richmond on 75% fee

8 25

1882 +

Same for Lane & Duncan fee Ely Case

5 00

1882 +

Anderson & Noble paid Lane & Richmond on 75% fee

5 00

Sept 4 +

1882

Sept 4 L. +
Vouch

A. R. Surgen for Lane & Richmond on 75% fee

8 00

1882 +

Same paid Lane for drawing pleas in

1882 +

the Dickenson & Edmonson case

35 00

1882 +

Same for Lane & Duncan Ely Case

5 00

1882 Sept 4th

Same paid & to be paid costs of this suit

165 00

Vouch M. +

C. W. Hill for Lane & Richmond on 75% fee

5 00

Vouch N. +

A. R. Anderson for Lane & Richmond on 75% fee

13 55

Vouch O. +

J. F. Jones " " " " " "

3 35

1882 +

R. H. Linsay " Lane & Duncan fee Ely Case

5 00

Amount

300 70

Statement of Accounts
for which all Bonds
are liable.

Report No 1.

\$345.85

It is now all agreed by these boards that Mr. John H.
 Large, William R. Graham, S. H. Sargent, Wm. S. Lamb,
 John H. Bailey, W. H. Davies, Thomas D. Smith, James H. Foster,
 John H. Moore, John A. Moore, W. H. Miller and Robert H. Fox of
 the County are held and for only to make up the same
 one hundred of Virginia in the name of thirty five from
 each of them for the present and of all and only to
 be made to the said Commonwealth, for their services
 jointly and severally, by the said boards. It is also
 ordered and sealed, this 10th day of March 1862.

The condition of the above obligation is such that the said
 the above named William R. Sargent and others 20th day of Febru-
 ary 1862 commissioned by a court of law, General George
 Thompson then commanding the Military District of Vir-
 ginia as Sheriff of said Commonwealth State to fill the vacancy
 occasioned by the expiration of the term of service of James H.
 Fox as such Sheriff and directed to perform all the
 duties of said office according to law until his suc-
 cessor shall be duly elected or appointed and qualified.
 Now if the above named William R. Sargent shall and law-
 fully perform and discharge all the duties per-
 taining to the office of Sheriff aforesaid according to
 law, then this obligation to be void otherwise to
 remain in full force and virtue.

Lewis Smith Seal
 J. H. Sargent Seal
 John H. Moore Seal
 W. H. Miller Seal
 Randolph Hae Seal
 Jonathan H. Hae Seal

John H. Large Seal
 W. R. Graham Seal
 S. H. Sargent Seal
 Wm. S. Lamb Seal
 John H. Bailey Seal
 Wm. H. Davies Seal

A copy. Teste James H. Fox, Clerk

H. H. Sage

on page 2 but no 1

Commonwealth

(not to 1)

but no 2.

Exhibit A 1

Known all men by these presents That we Wm Sage
J. H. Surgeson J. H. Bailey James C. Bailey C. C. Bell for
Harley Russell, Nicholas Jonathan Patton J. H. Surgeson
and William R. Graham of the County we here and firm
by consent unto the Commonwealth of Virginia in the
sum of thirty five thousand dollars for the payment
thereof well and truly to be made to the said Commonwealth
we here and severally jointly and severally firmly
by these presents. Witness our hands and seals, this 30th
day of December 1867.

The condition of the above obligation is such that
whereas by a commission there is a date January 22nd
1867 the above named Wm Sage was appointed Sheriff of
the County of Lee and State of Virginia to hold the office as
aforesaid by the expiration of the term of service for which
said commission having been issued under the authority
of Brigadier Major Paul Stannard late commanding the
district of Virginia in which said Sage is directed to per-
form all the duties of said office according to law until
his successor shall be duly elected or appointed and qual-
ified. Now if the said Sage shall well and faithfully per-
form and discharge all the duties pertaining to the
office of Sheriff aforesaid according to law then this
obligation to be void, otherwise to remain in full force
and virtue.

Wm Sage Seal
J. H. Surgeson Seal
J. H. Bailey Seal
James C. Bailey Seal
C. C. Bell Seal

James Harley Seal
Russell L. Nicholas Seal
Jonathan Patton Seal
J. H. Surgeson Seal
W. R. Graham Seal

Attest John James McConaughy

to 3 inches Band No. 2

Reverend Mr. Smith

Exhibit "H2"
43

It is now all agreed by these presents that we William
H. Sage and Wm R. Graham, Wm McDevitt, B. H. Barber
J. G. Bailey, Joseph Lane and Daniel S. Dickerson of Lee
County are held and firmly bound unto the common-
wealth of Virginia in the sum of thirty five thousand
dollars for the payment thereof well and truly to be made
to the said Commonwealth when and where we shall be jointly
and severally, firmly by these presents. Witness our hands
and seals this 20th day of April 1861.

The condition of the above obligation is such that if we
as by a commission bearing date February 22nd 1861 the
above named Wm H. Sage was appointed Sheriff of the
County of Lee and State of Virginia to fill the vacancy so
caused by the expiration of the term of service of
James H. Wm. said commission having been issued un-
der the authority of District Major General George S. Lane
now commanding the District of Virginia by which
said Sage is directed to perform all the duties of said of-
fice according to law until his successor shall be
elected or appointed and qualified. Now if the said
Wm H. Sage shall well and faithfully perform and discharge
all the duties pertaining to the office of Sheriff aforesaid
according to law then this obligation is to be void otherwise
to remain in full force and virtue.

Witness B. H. Barber Seal
J. G. Bailey Seal
Joseph Lane Seal
Daniel S. Dickerson Seal

(Signed) Wm H. Sage Seal
Wm R. Graham Seal
Wm McDevitt Seal

Virginia.

The County Court continued and held for the

county at the courthouse thereof on Tuesday the 20th day
of April 1864.

Wm. H. Sargeant in the county of Johnson 1864 appointed by
said Mayor General George Stinsonman lately command
in the District of Virginia Sheriff of the county of Lee and
who was sworn in and directed to perform all the duties
of his office until his successor shall be duly elected and qualified
and qualified. This was appeared in court and together
with Wm. H. Sargeant, Wm. McDonald, D. W. Brown, A. J. Bailey for
said Lee and Daniel S. Stinsonman his securities entered
into and acknowledged a bond in the penalty of \$50,000
conditioned according to Law which bond is duly stamped.
And thereupon the said Sargeant took the oath of fidelity to the
Government and the oath prescribed by act of Congress pub-
lic July 10, 1862 the oath against dueling and the oath of
office. And the clerk of this court is ordered to record the said
bond and is also directed to transmit a copy thereof to the
Auditor of Public Accounts together with the order.

A copy.

Teste James M. Cox Clerk

Wm H. Page

to George Randall

uncounted

108.

Decr 20th 1869.

Exhibit "A."

Know all men by these presents, That we, W^m H. Sage,
James Norley, Charles M. Hill, John N. Bailey, W. B. Graham,
A. R. Surgenor, W^m P. Miller, James H. Sutton, Harrison
Babbie, S. H. Levasy, J. G. Bailey, Mayson Hunter &
L. C. Bell, John M. Andrus W^m H. Levasy are held and
firmly bound unto the Commonwealth of
Virginia in the sum of thirty five thousand dol-
lars for the true payment whereof well and truly
to be made to the said Commonwealth we bind our-
selves jointly and severally firmly by these pres-
ents. Witness our hands and seals this 21st day of
March 1870.

The condition of the above obligation is such
that whereas the above bound by virtue of authority
vested in Major General George Stangerman lately
commanding the District of Virginia said Sage
was by a commission bearing date 22nd day of Feb-
ruary 1870 appointed Sheriff of the State of said
to fill the vacancy occasioned by the removal of
James H. Orr late Sheriff of this County, and by said
commission said Sage is directed to perform all
the duties of said office according to law, until his
successor shall be duly elected or appointed and
qualified. And the General Assembly of Virginia
having enacted that all such officers of the Com-
monwealth who qualified on or before the 26th
day of January, 1870 be recognized as legal officers
and exercise the rights and powers perform the

and enjoy the privileges and emoluments
appertaining to the same as far as they may law-
fully do under the present Constitution and Laws
of the State and until their successors are elected or
appointed and have duly qualified, provided said
said officers shall give or renew their bonds with
good security in the penalty now provided by law
within 30 days after the passage of this act. Now, if
the said Nelson H. Sage shall well and faithfully
perform and discharge all the duties pertaining
to the office aforesaid according to law, then this
obligation to be void, otherwise to remain full
force & virtue.

Disenchant ^{his} Seal
^{mark}
S. J. Leary Seal
S. J. Bailey Seal
Nayson ^{his} Seal
^{mark} Lambert
C. C. Bell Seal
John M. Audis Seal
R. H. Lawson Seal

W. H. Sage Seal
James Harley Seal
Chas M. Hill Seal
John W. Bailey Seal
H. R. Graham Seal
A. R. Simpson Seal
Wm. P. Miller Seal
Jonathan Cotton Seal

A copy.

Teste James H. Orr. Clerk

Wm H. Sage

to { Copy of Banting
Commonwealth

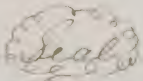
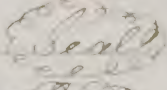
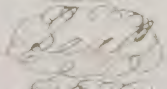
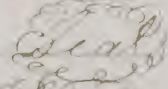


No 4

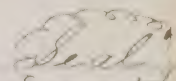



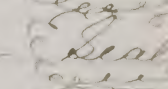

21st Nov 1870

Exhibit "43"

Knows all men by these presents, That we, Wm
H. Sage, John D. Sims, A. R. Anderson James Norley,
John Williamson, S. S. Surgenor, George B. Williamson
John H. Bailey, James F. Jones, Wm. P. Miller, A. R. Sur-
genor, Daniel S. Dickerson are held and firmly
bound unto the Commonwealth of Virginia in the
sum of thirty thousand dollars for the true pay-
ment thereof well and truly to be made to the said
Commonwealth, we bind ourselves jointly and
severally, firmly by these presents. Witness our
hands and seals this 19th day of May 1870.

The condition of the above obligation is such that
whereas the above bound Wm H. Sage was by Hen-
ry J. Morgan Judge of the County Court of Lee
County this day appointed Sheriff of the County
of Lee to serve as such until his successor shall be
lawfully elected and qualified. Now if the said Wm H. Sage
shall well and faithfully perform and discharge the
duties of his office aforesaid according to law, then
this obligation to be void, otherwise to remain in
full force and virtue.

George B. Williamson 
John H. Bailey 
James F. Jones 
William P. Miller 
A. R. Surgenor 
Daniel S. Dickerson 

Wm H. Sage 
John D. Sims 
A. R. Anderson 
James Norley 
John Williamson 
S. S. Surgenor 

A copy. Teste James M. Orr Secy.

for H. Long

to } Dr. of Bird No 4
5-

Commonwealth

No 5-
May 19th 1870

Obit "A 4"
5-

Know all men by these presents, That we, Wm N. Sage, John Milhorne, Wm P. Miller, S. S. Levasse, N. N. Levasse, A. R. Sengener, S. S. Dickinson, S. S. Sengener, Joseph H. Bamey, Jonathan Dalton, John M. Whitehead, A. J. Bailey, John H. Bamey, A. M. Cley, P. H. Levasse & Alexander Nym, of Lee County are held and firmly bound unto the Commonwealth of Virginia on the sum of fifty thousand dollars, for the payment thereof well and truly to be made to the said Commonwealth we bind ourselves jointly and severally, firmly by these presents and we hereby waive the benefit of our Homestead Exemption as to this bond. Witness our hands & seals this 13th day of January 1871.

The condition of the above obligation is such that whereas the above named Wm N. Sage late Sheriff of the County of Lee, whose term of office expired on the 31st day of December 1870 has been by the general Assembly of Virginia authorized and empowered by an Act thereof approved January the 6th 1871 to proceed with the collection of the State Revenue and County levies which have been or may be assessed for the year 1870 in like manner as the same have heretofore been collected. The judge of the County Court of said County having examined the bond heretofore executed by said Sage is such Sheriff, and hath deemed the same insufficient and hath required the execution of a new bond as required by the act aforesaid. Now, if the said William N. Sage shall well and faithfully

collect the state taxes and county Levies which have been or may be assessed for the year 1870 and within the time prescribed by law and shall well and truly pay into the State Treasury the said State taxes, and shall also pay the said County levy to those entitled thereto, and within the time prescribed by and shall otherwise conform to all laws relating to the collection of the public Revenues and county levies, then this obligation to be void, otherwise to remain in full force

S. S. Burger	Seal	W. W. Sage	Seal
Joseph A. Bunker	Seal	John W. Shaw	Seal
John M. Whitford	Seal	A. J. Wiley	Seal
John W. Brady	Seal	A. P. Miller	Seal
A. M. Cley	Seal	S. H. Levasy	Seal
P. W. Levasy	Seal	W. H. Levasy	Seal
Alexander ^{his} mark ^{mark}	Seal	A. C. Burger	Seal
Jonathan D. Cook	Seal	L. S. Dickinson	Seal

A Copy

Teste James W. Con. Sec.

W. W. Sage

3 A Copy of Bond No 3

Seal

Al. W. "15" 6

Vancouver

120 Report -

Received of A. R. Sargent five hundred
and seven dollars & 83 Cents, to be
credited as a judgment rendered
in the Circuit Court of Lu County in
favor of the Commonwealth vs
Wm. B. Duncanson against Wm. B.
Sage & R. Sargent & others this
31st day of June 1881.

Wm. B. Duncanson Atty.

Surgeon
Van der
—

n. - p.

Wm. B. Dickinson

us of Mass 1857.83

Serge & Son

115

Recd July 20th 1882 of A.R. Scoville
two hundred dollars to be credited
on an execution in favor of the
Commonwealth for W.B. Dickinson
against W.P. [unclear] & als.

A.R. Scoville
Att'y for Dickinson

A. R. Sargent
/ { Rept
H. S. W. Morrison

T

"129"

One day after date for value received
we or either of us promise to pay R.A.
Ayers or order Fifty dollars as a fee
for prosecuting a compromise with
the Auditor of public Accounts of two
judgments obtained in the Circuit Court
of the City of Richmond by the Common-
wealth against W.W. Sage and his securities,
and we further agree and bind ourselves
jointly and severally to pay to the said
Ayers the additional sum of one hundred
and fifty dollars should he succeed
in compromising said judgments by the
payment of one thousand dollars, and
should he have to pay more than that
sum then the ^{one} hundred and fifty dollars
to be lessened ten dollars for every hundred
over one thousand dollars and under fifteen
hundred dollars that he has to pay to com-
promise said judgments and we each
waive the benefit of our homestead exemp-
tion as to this debt. Witness our hands
and seals this the 27th day of December 1877

attest

A. R. Surgenor *Secy*
S. J. Surgenor *Secy*
A. R. Anderson *Secy*
W. H. Linscott *Secy*
Secy
Secy

Upon settlement this day
made with A R Surquener
S S Surquener & Aaron
R Anderson I have received
~~Eighty dollars~~ ^{Eighty dollars & 50/100} in full
settlement of the within
their part of the within
obligation Dec 1st 1877
R. A. Ayers

I assign to S S Surquener A. R.
Surquener & A R Anderson
Twelve dollars & fifty cents
balance of the above within note
which should be paid by S. H.
Lewis Dec 1st 1877 R. A. Ayers

A R Surquener & A R
To Note on Bond
Refused A Ayers

"123"

For this within note \$1.19
paid to S. H. Anderson
Jan 4. 1881
for the within note by S. H. Anderson
paid to S. H. Anderson
\$2.77

THE COMMONWEALTH OF VIRGINIA.

To The Sheriff of Lee County, Greeting:

We Command You that of the Goods and Chattles of Wm M. Sage, A. J. Bailey & H.

Levasey Wm M. Levasey, A. R. Surgeon, Stephen S. Surgeon, J. M. Whitcomb,
Ely, P. H. Levasey, Jonathan Talton & Joseph H. Tandy.

Late in your Baliwick, you cause to be made \$ 27.37 with legal interest thereon from the 2^d day of

February 1881, till payment, which Andrew Williams for J. B. Williams

Lately in our Circuit Court of Lee County has recovered against them by suit for Debt
also \$ 12.70 which to the said Williams

in our Court were adjudged for his costs in that behalf expended, whereof the said
Sage et als are

Convicted, as appears to us of record. And that you have the same before the Judge of our said Circuit Court at
the Courthouse on the first Monday in July next to render to the said Williams

of the Debt and costs as aforesaid.

And have then there this writ. Witness, JAMES W. ORR, Clerk of our said Court, at the Courthouse, this 17th
day of July 1876, in the 10 / year of the Commonwealth

James W. Orr CLERK.

A copy

Teste

J. B. Hyatt Clerk

THE COMMONWEALTH OF VIRGINIA.

To The Sheriff of Lee County, Greeting:

We Command You that of the Goods and Chattles of

A. B. Anderson
S. R. Surgenor & V. R. Surgenor
Late in your Baliwick, you cause to be made \$ 150.00 with legal interest thereon from the 6th day of June 1879, till payment, which Patrick Wagan assignee of

B. H. Myers
Lately in our Circuit Court of Lee County has recovered against them by suit for Debt also \$ 8.20 which to the said Wagan assignee in our Court were adjudged for costs in that behalf expended, whereof the said Anderson & Surgenor are

Convicted, as appears to us of record. And that you have the same before the Judge of our said Court at the Courthouse on the first Monday in February next to render to the said Wagan assignee of the Debt and costs as aforesaid.

And have then there this writ. Witness, JAMES W. ORR, Clerk of our said Court, at the Courthouse, this 15th day of October, 1880, in the 10 th year of the Commonwealth

James W. Orr CLERK.

64.20
a 2.50
3 1.50
88.20

A copy costs

J. A. Smith Clerk

January the 20th 1880. for by Cash Fifty Dollars paid
by S. S. Surgeon to H. Miles O. S.

Recd Jan 20th 1880 of H. Miles O. S. for S. S. Fifty Dollars
for Cash Fifty one dollars on the within for
this April 27th 1880. Paid by Anderson
for Cash five dollars April to 27th 1880.

Received of Emanuel Miles fifty dollars on this fifteenth
which Mr. Miles received of H. Miles O. S.

188) 3 101, 1880

John H. Morgan

no 1880

of H. Morgan

1880

Received by H. Morgan

for Cash

for Cash

for Cash

for Cash

for Cash

for Cash

for Cash

for Cash

for Cash

for Cash

for Cash

for Cash

THE COMMONWEALTH OF VIRGINIA.

To The Sheriff of Lee County, Greeting:

We Command You that of the Goods and Chattles of John R. West for Charles H. West

Late in your Baliwick, you cause to be made \$ 140.00 with legal interest thereon from the 15th day of May 1870, till payment, which—

Lately in our County Court of Lee County has recovered against John R. West by suit for Debt also \$ 60.00 which to the said John R. West

in our Court were adjudged for costs costs in that behalf expended, whereof the said

Convicted, as appears to us of record. And that you have the same before the Judge of our said County Court at the Courthouse on the first Monday in June to render to the said John R. West

John R. West of the County and costs as aforesaid.

And have then there this writ. Witness, JAMES W. ORR, Clerk of our said Court, at the Courthouse, this 15th day of May 1870, in the 10th year of the Commonwealth

James W. Orr CLERK.

John B. Hall for 7th

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See for this 278

2. 12 26 5 3

The Commonwealth of Virginia
To the Sheriff of Lee County, Greeting

We command you that of the Goods and
Chattles of Wm H. Sage, John D. Sims, A. R.
Surgener, James Mosley, Geo. B. Milbourn,
S. S. Surgener, John H. Bailey, James H. Jones,
Wm. D. Miller & A. R. Surgener, late in your
County you cause to be made \$30000.00
to be discharged by the payment of \$700.35
with legal interest thereon from the first day
of December 1870, to the 27 day of March 1880,
and damages on the sum of \$762.28 at the
rate of six per cent per annum from the
said 27 day of March 1880, to the 6 day
of Sept, 1880, and legal interest on the said
sum of \$700.35, from the said 6 day of Sept.
1880 till paid, which the Commonwealth of Va
for Wm B. Dickerson lately in our Circuit Court of
Lee County has recovered against them by suit for
Deb also \$125.50 which to the said Commonwealth
for to in our said ^{Circuit} Court, and in the Court of
Appeals, were adjudged for the cost in
that behalf expended, whereof the said Sage
Sims, Anderson, Mosley, Milbourn, Surgener,
Bailey, Jones, Miller, & Surgener, are bound
as appears to us of record, And that you
have the same before the Judge of our
said Circuit Court at the Court House on
the first Monday in February 1881

C. 20.57
 A 2.50
 S 7.00
 Paid 13.16
 743.25
 C. 7. 82.75
 7135.50

To render to the said Mr B. Dickinson
 of the debt, damages, and costs as afore
 said, and have them there this writ
 Witness James M. Orr Clerk of our said
 Court at the Court House, this the 16th
 day of December 1880. in the 105 year of
 the Commonwealth.

James M. Orr Clerk

123) 3 "5. (C. M. & O
 The Commonwealth vs.
 W. J. He. H. W.
 W. M. Sage et al.
 Febry Term 1880
 As property found on the
 premises of A. R. Longene,
 only what was claimed
 under the law and by other
 parties this Jan'y 11th 1881,
 L. S. Ely S. L. C.
 (113)

This is the only out standing
 matter vs Sage & Sureties

Jan 14/1
 A copy of the
 above copy 60th

Dec 1st 1878 Mr Crank by J. H. Longene & Son 50.00
 " " " " " " 50.00
 Feb 13 1879 " " " " " " 35.00
 " " " " " " 35.00
 " " " " " " 35.00

3/5 of

\$467.50

less .570

is \$275.50

Received of A.R. Anderson two hundred
and seventy five dollars & fifty cents
On the same shuffally matter being
money furnished me by him to pay
on execution of Commonwealth for
Wm P. Dickerson vs W W Sage it also
this 30th June 1881.

A. R. Surjessor



Received of A R Surgeon. One hundred
dollars. To go as a credit on an execution
in my name for collection in favor of The
Commonwealth of Va for Henry B. Edmund
son, ^{executrix to.} vs. Wm H Sage & R Surgeon & others
this 20th day of January 1881.

Finances Miles J.S. for
Treas S Col. L.C.

4 m. 08

7 3 Repts

A.R.S.

Received of A. C. Surgeon by the hands of
M. D. Richmond two drafts aggregating the
sum of two hundred and forty nine dollars. & fifty
cents to be applied as a credit to the judgement
of Fanny Edmondson Executrix vs A. C.
Surgeon & others. Or any other debt in my
hands for collection which the said Surgeon
may desire This 18th day of Feby 1881.
\$249⁵⁰ C. J. Duncan atty

Wm. H. Sage

To A R. Surgeson

Dr

To this Surgeon paid Andrew Melbourn for year's service	\$176	\$67.00
" " " " O. L. Bolin for year's services	\$174	17.75
" " " " A. Hyson on claim	\$177	<u>45.00</u>
		\$ 129.75

The receipt given by the Surgeon and filed with Sage's settlements with the county, shows the fact that he is one of Sage's Surveys paid to Melbourn \$67.00 to O. L. Bolin \$17.75 and to A. Hyson \$45.00

Henry Morgan Esq.
Dec 1873

A R. Surgenor

to { " 124.75
3

Wm H. Sage

"124"

Land 5-

Hagan & Picumore
Against
James Morley & Eighth others

Plffs. In Circuit Court
on bond for debts
Dfts. of \$200.00

Received of Henry J. Morgan as a guarantee
on account of his said J. D. & B. M. Morgan indebtedness to
Joseph H. Bandy, one of said defendants the sum of
thirty five dollars for and on account of said Bandy's
share of said debt or bond, and we hereby release
said Henry J. Jas D. & B. M. Morgan from any and all
further liability to us on account of said Guarantee.

Hagan & Picumore

This receipt was given about Feb or March 1880

H. J. Morgan

Hagen & Pridmore

To { Receipts
}

H. J. Morgan Guacachin
of J. H. Brundley

"122"

Brundley

I William McDonald one of W. H. Sage's securitys in his bond as late Sheriff of Lee County, dated in April 1869 do swear that about Nov 1869. I as one of said Sage's securitys surrendered him to the County Court of Lee County by proper notice, requiring him to give a new bond, and a new bond was accordingly ^{given} by said Sage, with other securitys, and I did not afterwards at any time become said ^{Sage's} security in any other bond.

Some years after I had so surrendered said Sage some one or two motions was made against him and some of his securitys in his bond dated April 1869. for the failure of said Sage to pay over money collected which had been collected or ^{for which he} had become liable for sometime between April and Nov. 1869. And judgments was rendered against affiant as security in bond dated April 1869. and at subsequent times both of said judgments were paid by him. These were the only two matters affiant was interested in as far as he then, or now knows.

Affiant did not employ any counsel to defend said motions or incur any expense or charges of any kind. Nor has he down to this time learned, that any of his co-obligors in said bond of April 1869 have in any way incurred any costs or charges of any character.

Affiant does not know how all, or the principal ^{part of} the charges have been incurred which have been reported in this cause by Com. Orr as resting jointly on the 6 bonds given by Sage during his term of office, but he is informed and believes that a considerable part thereof was incurred by some of the securitys in defending the Dickinson

Edmerson Suits and in trying to get rid of the
Commonwealths judgments, & in defending motions
for county claims brought & prosecuted against the 6th and
last bond. And no part thereof so far as affiant knows
was laid out or expended in any matter or thing in
which bonds No. 1 2 & 3 were in the least interested
but the whole of such expense save the costs of this
suit were for matters and things relating to bonds
4, 5, & 6. to the truth of these statements I do solemnly swear

Wm^{his} McDonald
mark

Sworn to before me by Wm McDonald.
this 2 day of April 1883.
H. J. Morgan Const.

Wm McDonald

affiant to Sup. Court

A. R. Sangreman

3

A. R. Vincent.

1880.

" Mr. Wm. H. Burdett, Esq., New York

210
14.10

1850 11 Dec. 14

5.
N. R. Sargent

\$14.10

"132"

Received of A. R. Sargant one hundred
and Twenty five dollars, amount in
full of a fee, which the said Sargant
& others agreed to pay Morison & Duncan
for ^{their services} ~~as a fee~~ in the Bill of Review & Cross bills
vs. W. H. Sage & others & A. M. & Co. for & others
this 18th day of March 1882.

C. T. Duncan.

C. T. Duncan
To 3/10/20
A. R. Surgeon ²⁵

135

W. H. H. H.

1878
A R Surgeon & others
To Morrison & Duncan
For a bill of Review 60.00
Interest to March 10th 1882 15.00
For in losses will 57.50
\$ 132.50

VIRGINIA :—In the Clerk's office of the Circuit Court of Lee county, the 14th day of January, 1881.

A. R. SURGENER,

Plaintiff,

against

Wm. W. Sage et als.,

Defendants.

IN ANNUITY, ON A CROSS BILL.

The object of this suit is to ascertain and settle the liabilities of Wm W Sage, late sheriff and tax collector of said county and his securities in his several official bonds as such : and to subject to the payment of said liabilities any estate owned by said Sage, and to set aside as fraudulent, certain conveyances of certain lands in the bill mentioned, made by said Sage and others and subject such lands to the payment of said liabilities ; and to have contribution made by and among said securities in his said official bonds and it appearing from an affidavit filed in the cause that Jonathan Dalton, W W Levacy, Wm R Graham, Wayman Lambert, Joseph Lowe, Joseph H Bundy, Geo B Milbourn, P H Levacy and Alexander Wynn, are non residents of this State, it is ordered that they appear here within one month after due publication of this order and do what is necessary to protect their interest in this suit. A copy—Teste,

prf\$750j21

JAMES W. ORR, clerk.

1 The pastor, now
2 determined not to waste it,
3 The covers down I turned
4 And on his stomach placed it.
5 "Thieves! Murder!" came his yell—
6 It's dumfounded!

I hereby certify that the annexed
Chancery order was printed four suc-
cessive weeks in the "Sentinel", a weekly
newspaper printed at Jonesville. Its publi-
cation ending Feb. 25, 1881.
J. H. Orrison, Editor

A.R. Sargen
H. 3 Pubs. Cent.
Hm 11. Lay. 0. 25

A. R. Sanger

Order Book

June 11 1890 at 10

December 15th / 1879.

Patrick Hagan assignee
of R. A. Ayers

Plff

vs

In Debt

J. R. Anderson, S. S.

Surgeon & A. R. Surgeon Defts

Judgt for \$150.00 with Int. from May 6th 1878
till paid & The Costs C. 4.20 A. 2.50 S. 1.50
Add for C 58. —

Received of A. R. Surgeon
Octo. 20th 1880 - \$60.93 His third part of the
opposite Judgt, Patrick Hagan

A True Transcript

J. A. Hyatt

Clerk

P. Hagan assigns of
C. & R. Byers.
V^o 3 Copy of bid
3 + Receipt
A. R. Surgeon et al

'125'

For copy .20¢

21

W. C. Cresswell, A. S. Singer, A. & George W. H. H. H.

James C. Littlejohn & Co. 10

They have completed 24, July 30, 1895. 30 to 100

Answers to Dr. Clark,

10. C
R. B. Jones

"131"

✓

1 paid down cash interest
in the court of
the county of
the county of

Recd Apl 2/78 of A R Surgen
one hundred and forty two dollars
& seventy five cents (\$142⁷⁵) And
in full of a forthcoming bond exd to
Marion L Pennington et al by A R Surgen
W W Loye & S L Surgen which bond
was given in a fi fa issued in a decree
in favor of Marion L Surgen W. pro & Mother
Pennington & al by Reed & Blackwell his wife as Wm W
Loye & Smit A R Surgen & Hays & Paidmore attd
12, R A

Hand 5-

M. J. Pennington
vs. J. Rept
Sage & Scurlock
'127'

Linyan A.K.

One day after date I bind
myself to pay Patrick Hagan
forty two Dollars & 6 Cents.
which is the amount due from
me on a judgment in favor
of L. H. Hagan - after the said
Hagan has deducted \$70 - the
Amount of a fine obtained
on said Judgt vs Wm M. Doyle
late Sheriff &c. - The said
sum is due the said Hagan
as the assignee of said
debt. He having paid the
entire amt due said Hagan
to his Counsel York & Fullerton,
In addition to the above
sum I am to pay the Clerk
& Sheriff costs incurred in
a motion pending against me
in the County Court of Lee Co
Va. ^{in the name of said Hagan} Witness the following
Signature & date this 1st of
May 1876 M. S. [Signature]

A. R. Surgen
to h note p¹ 42 60
P. Hagan

134 & dep^o

2040
1000
2040

Received of A. A. Levaag the sum of thirty
dollars to be credited upon an execution we hold
against him & S. J. Surgermer and others - but this is
not to interfere with the Sheriff's Commission
in said *ji fa*. Jan. 20th 1880.

Hagan & Pridemore

Hayden & Richardson
vs. Rapp 3rd
Sage Shuffelbals
June 20/80

W. H. Murray

"119"

1877.
April 2.

Same date

The securities of W. W. Sage late Sheriff
of Lee County Va. in bond No 5th

To A. R. Surgeon one of said Suits Dr.
To this sum paid W. H. Burns, Attorney
in the case of the Com. for W. B. Beckman
& Fanny C. Edmondson Ex. vs. W. W. Sage
& his securities in bond No 5. 20.00

To this sum paid W. B. Lane, Jr. in same
Case -

35.00

55.00

Virginia Lee County To wit

This day A. R. Surgeon, personally
appeared before me W. A. Orr Commis-
sioner and made oath that the above
account is just true and unpaid, that
the above sums were paid by him, for
the services of said Attorneys in said
cases, that all the securities in bond No 5
were interested alike with himself in
the defense of said suits and that he
employed said Attorneys for the benefit
of all of said securities alike with himself
Given under my hand this 30th day
of Jan'y 1882.

A. R. Surgeon

A. R. Lingen

28 } Band No 5-

Aug. 8. Lingen

1877. Apr. 2 8 55

128

Know all men by these presents that we, William H. Sage, James Honey, Charles M. Hall, John H. Bailey, W. H. Fox, Isaac A. K. Simpson, William D. Miller, Jonathan Dalton, Dickerson Hobbs, S. H. Leary, A. P. Bailey, Maywood Lambert, W. L. Bull, John H. Austin, and William H. Leary, are held and firmly bound unto the Commonwealth of Virginia, for the sum of forty four thousand dollars to the true payment whereof we and ours to be bound to the said Commonwealth are bind ourselves jointly and severally by these presents. Witness our hand and seals this 2^d day of March 1871.

The condition of the above obligation is such, that where it has been bound — by virtue of authority vested in Major General George Stoneman lately commanding the district of Virginia said Sage was by a commission bearing date the 22nd day of February 1870, reappointed Sheriff of the county of Lincoln the State of Virginia to fill the vacancy occasioned by the removal of James W. Orr late Sheriff of this county, and by which commission said Sage is directed to perform all the duties of said office according to law until his successor shall be duly elected or appointed and qualified. And the General Assembly of Virginia has also enacted that all such officers of this commonwealth, who were organized as legal officers and exercise the rights and powers, perform the duties and enjoy the privileges and immunities appertaining to the same as far as they may lawfully do under the present constitution and laws of the State, and until their successors are elected or appointed and have duly qualified. Provided said officers shall give or renew their bonds with

good security in the penalty now provided by the law within 30 days after this act. And if the said William T. Sage shall well and faithfully perform and discharge all the duties pertaining to the office of receiver according to law, then this obligation shall be void otherwise to remain full force and justice.

William T. Sage (Seal)	Jonathan Dalton (Seal)
James Norley (Seal) +	Dickensworth (Seal)
Charles M. Hill + (Seal) +	S. T. Leary (Seal)
John W. Fidelity (Seal)	J. P. Bailey (Seal)
W. H. Carthage (Seal)	Raymond Lambert (Seal)
A. H. Sanger + (Seal)	G. L. Bell (Seal)
Wm. H. Miller + (Seal) +	John H. Audis (Seal)
	William T. Leary (Seal)

& copy.

Wm. H. Miller

W. H. Miller
as Receiver
of the
of the

W. H.

W. H. Miller
as Receiver
of the
of the

W. H. Miller

Voucher "123" Dec 1st 1877 A. R. Surgenor +	Statement of amounts paid by certain accounts of Wm. W. Sage Shff. 70 in his Official hands as such in Nos 4 & 5 & 6 To amount settled by A. R. Surgenor with R. A. Ayers, Atty, a fee for the benefit of creditors in these house To int. on same	16 66 2/3 1 57 18 23
Voucher 123 Dec 1 1877 S. S. Surgenor +	Amount June 15 1881 To S. S. Surgenor for amount paid on same claim To int. on same	16 66 2/3 1 57 18 23
Voucher 123 Dec 1st 1877 A. R. Anderson +	Amount To A. R. Anderson for amount paid on same claim To int. on same	16 66 2/3 1 57 18 23
Voucher "124" Apr 24 1880 Same +	Amount To same for amount paid on same - though to R. Hazen assignee & on a fee for To int. on same	51 00 3 41 54 41
Voucher 124 Jan 30 1880 S. S. Surgenor +	To S. S. Surgenor for amount paid on same To int. on same Amount	50 00 4 10 54 10

Voucher 124	To S. Surgeon for interest	
Apr 27/80	paid on same	5.00
+ S. Surgeon	To interest on same	33
	Amount	5.33
Voucher 125	To amount paid on same	
Oct 20/80	by A.R. Surgeon	60.73
+ A.R. Surgeon	To int. on same	2.37
	Amount	63.30

Joint
Statement of Bonds
No 4,586

Report No. 1

Feb. 1882

Virginia, Lee County, to wit.

This day A. L. Ovidum personally appeared before me and made oath that a two hundred dollar note executed by A. R. Dearymer J. H. Lunday Andrew McEggs John H. Bandy & perhaps others of the W. Rye's securities, notated Sheriff & tax collector of Lee County Virginia to the firm of Hagan & Ovidum was drawn by myself and signed by the obligors, the contract being made by me with them. The note being fully & legally the contract and services to be rendered, which was legal services and advice to be performed for the delinquent taxes and the securities of W. Rye's securities, which and I know of no services rendered by me and to be rendered by no under said contract, that was not a like benefit to all of said securities. He has signed

A. L. Ovidum

Subscribed and sworn to before me, Nov 23rd 1852.

James H. Orr, Clerk.

A. E. Bidwell
August 18

before allowed

Virginia, Lee County, to wit,
I James W Orr do swear that on, ^{or about} the 1st day
of June 1869. I as late Sheriff of said County
placed in the hands of Wm W Sage then Sheriff
of Lee County Va, certain unpaid tax tickets
& fee bills due me as late Sheriff, and took
his receipt therefor, which receipt bore date
June 1st 1869. and an settlement of said
matter with Wm Sage in the year 1871. There
was a balance due me on said receipt of
\$122.64 which amount I assigned or transfe-
red to S. H. Winter. So help me God.
James W Orr.

Sworn to before me January 26th 1882
Wm A. Orr
Special Commr.

James Worley
from Receipt
consultants

Worley

I have paid for James Worley on the judgment due the same amount against Sage & Worley trustees
the sum of \$577.50 By 1881 and said Worley has assumed the payment thereof to me &
this is also a charge against the assets in bankruptcy
H. J. Morgan

About the month of Feb. 1872 W. W. Sage conveyed to
James Worley a tract of land said to contain about 150
acres lying on the South Side of Hallen's ridge, and
in consideration thereof said Worley executed to me his
note for \$660.00 bearing 10 percent interest from date till paid.
This note was indorsed by said Sage and then presented
to a man named money to meet his liabilities as late Sheriff
of Lee County. Worley having given his note to me as above
stated, I went to settle with Sage the amount of said note, and
in doing so, I assigned to him without reserve or reserve a lot
of small notes on Sunday persons amounting in the
aggregate to about \$160.00 leaving \$500.00 to be paid out on
his liabilities as late Sheriff and that sum or about that
sum was so applied as well as I now remember.

I remember of paying for said Sage on his liabilities as
late Sheriff to the following persons the following sums

To G. L. Duff and of J. W. Venable died either about \$137.00 or
\$137.00. To S. H. Hunter assignee of J. W. Orr about \$137.00 to
myself as agent of W. W. Lewis died about \$148.00 to myself
as agent for J. A. Everett Successor of himself and said names
about \$41.25 but as to whom & where I paid the balance
of \$500.00 to or for said Sage, I do not now remember but
my recollection is that it was paid on some of Sage's liabilities.

Some of the notes above referred to was some thereafter
in the hands of Mr. H. A. Sugrue and was improved
by some one or more of the persons who would some of them.

To the truth of these statements I do swear to the best of
my present recollection so help me God.

Henry J. Morgan
Jan 25 1882

S. H. Winter (y. or on road) road 1 - Loring and
a Security.

Think the 500 paid ~~for~~ on claims
for which Shiff liable before Loring was
one of his Securities

"B"

Worley

March 5 - 4

Not clear

James Worley
and
Reverend Mr. Clark

I agree and bind myself my heirs &c To
pay Wm H Burns twenty dollars, and
I hereby waive my home stead Exemption
as to the collection of this debt, witness
my hand, and seal the 2d of April 1877

A. R. Surgenor ^{seal}

A. R. Surgenor

note \$20.00

Wm. H. Burns

Received of A.R. Sargent two thousand
dollars, to be credited on a judgment
and execution in favor of the Common-
wealth for M.B. Dickenson vs M.H. Soy-
late Sheriff & his sureties in his official
bond one of which the said Sargent is
this 14th day of March 1882.

C.T. Driscoll atty.

C. J. Duncan

To 3 Rept.

A R Surgeon

Received of A R Surgenor One hundred
dollars to go as a credit on a judgment and
execution obtained by me against W W Sage
late Sheriff of Lee County and said Surgenor
and others his sureties on his official bond
as Sheriff as aforesaid This 2nd day of Decem-
ber 1878

J. M. O'Neil

W B Dickinson
to Z Repts.
A R Lyman

114

Rec'd of Henry J. Morgan twenty two dollars & fifty cents
which is to be credited on an execution in my hands in favor
of Jas. V. Henry against W^m W. Sage & others - his sureties.
this, 20th, day of May 1872.

W. C. In Baker Esq for
T. J. Gamblin S L C

"5"

Wm A Baker

Receipt

By Henry Baker

W. A. Baker

\$2500

Receipt of S^r H. Leresay on
an Execution in my hand in favor
of W^r R. Graham for the benefit of
William & Teller the sum of Fifty
Dollars. May the 2nd 1874 and also Ten
Dollars May the 18th 1874 on an Execut
against W^r W. Sage and his assigns
May 18th 1874 W^r A. B. Baker
for C. S. Hamblin & Co

Wm R. Graham of form

1-5 } Receipt to
S. H. Limery

Wm Sage Alfred

Duplicate of
101

Wm B. Cerr
Receipt
\$2500

THE COMMONWEALTH OF VIRGINIA.

To The Sheriff of Lee County, Greeting:

We Command You that of the Goods and Chattles of

*Wm M. Sage, Lewis Smith,
A. R. Surgenor, H. H. B. S. H. Leacy, John A. Mage, Wm P. Miller,
C. L. Humble, Admrs of Randolph, Lee, & Co., J. W. Bailey.*

Late in your Baliwick, you cause to be made \$ *75.00* with legal interest thereon from the *18th* day of

Decr 1869. till payment, which *Wm R. Graham for Wm M. Keller*

Lately in our Court of Lee County has recovered against *them* by suit for *money collected by*
And Sage and not paid over
also \$ *8.54* which to the said *Graham for &c*

in our Court were adjudged for *this* costs in that behalf expended, whereof the said

Sage et al, as aforesaid are

Convicted, as appears to us of record. And that you have the same before the Judge of our said Court at

the Courthouse on the first Monday in *Jan* to render to the said *Keller*

of the and costs as aforesaid.

And have then there this writ. Witness, JAMES W. ORR, Clerk of our said Court, at the Courthouse, this *11th*
day of *April* 1874, in the ~~10~~ *98th* year of the Commonwealth.

John R. Gibson CLERK.

*C. 8.54
a. 15.00
S. 5.00
\$28.54*

J. H. Hyatt Clerk

chy - 36 - (S) (HAP)

Wm R. Lyall junr & Co

vs } Li' Fra

Wm H. Sage et al
to security to be taken

to security to be taken

Game Rules 1874

Executed by leaving on
our brown mule & one
two horse wagon, the
property of John & me
May 16th 1874.

Wm. A. Baker

PS for C. L. Hamilton

326

(101)

copy

Leslie

8 Elizabeth St.

The four copies are

Er May 2 - 1874 by D. H. Harvey

22-5-22

THE COMMONWEALTH OF VIRGINIA.

To The Sheriff of Lee County, Greeting:

We Command You that of the Goods and Chattles of

Late in your Baliwick, you cause to be made \$ 100.00 with legal interest thereon from the 21st day of October 1874 till payment, which shall stand for six months

Lately in our County Court of Lee County had recovered against them by suit for Wine also \$ 10.00 which to the said the same in our Court were adjudged for his costs in that behalf expended, whereof the said largely paid 200

Convicted, as appears to us of record. And that you have the same before the Judge of our said County Court at the Courthouse on the first Monday in April to render to the said Wm. & Gibbons of the County and costs as aforesaid.

And have then there this writ. Witness, JAMES W. ORR, Clerk of our said Court, at the Courthouse, this 6th day of February 1874, in the 10th year of the Commonwealth

CLERK.

6271
1874
5350
177

James W. Orr
John R. Gibbons

May 27 1888

Mr. H. H. Ward for

Mr. H. H. Ward

Mr. H. H. Ward

Mr. H. H. Ward

Mr. H. H. Ward

Mr. H. H. Ward

Mr. H. H. Ward

Mr. H. H. Ward

Mr. H. H. Ward

Mr. H. H. Ward

Mr. H. H. Ward

Mr. H. H. Ward

Mr. H. H. Ward

Mr. H. H. Ward

Mr. H. H. Ward

Mr. H. H. Ward

Mr. H. H. Ward

Mr. H. H. Ward

Mr. H. H. Ward

108

for the ref, 108

Received of S. S. Sargent for, for P. H.
 Leacy thirty dollars on the within five
 March 17/1880 Nagaw & Bidemore
 P. H. Leacy paid me July 17/1880
 the sum of thirty dollars
 but not about 3 Am. Nagaw & Bidemore, Acopy & Co.

1880

1/1

"100"

Nagaw & Bidemore

103 1/2

P. H. Leacy et al

the security to be taken

the by Notice 1880

120

Acopy & Co.

the for Copy 20.

March 23rd 1874

Received of A R

An aerson Twenty five
Dollars and also on

The 16th day of May
1874 Sixty Two Dollars
or Forty Three cents on

an Execution in my
hands in favor of James
R. Ebel for the benefit
of Madison R. Graham

Including Pre Jrs. all
costs if no Master is not
made an Execution against
William H. Sago and
his assigns

Wm. A. Baker

Esq. for L. S. Hamblen S. S. C.

J. R. Merrill / 1871

1871 } Receipt

Sage & Son

A. R. Anderson

THE COMMONWEALTH OF VIRGINIA.

To The Sheriff of Lee County, Greeting:

We Command You that of the Goods and Chattles of

John H. Savage, John H. Savage
L. S. Duggan, L. S. Duggan, L. S. Duggan, L. S. Duggan, L. S. Duggan
Late in your Baliwick, you cause to be made \$ 9.10 with legal interest thereon from the 1st day of October 1875, till payment, which James R. Orr for the benefit of Madison R. Wilson

Lately in our Circuit Court of Lee County ha recovered against them by suit for 2 years also \$ 9.10 which to the said James R. Orr

in our Court were adjudged for costs costs in that behalf expended, whereof the said James R. Orr

Convicted, as appears to us of record. And that you have the same before the Judge of our said Court at the Courthouse on the first Monday in June to render to the said James R. Orr

of the costs and costs as aforesaid.

And have then there this writ. Witness, JAMES W. ORR, Clerk of our said Court, at the Courthouse, this 11th day of April 1875, in the 10 98th year of the Commonwealth

John R. Wilson CLERK.

6 3.28
2 2.50
3 2.50
7 7.27

The Commonwealth of Virginia,

To the Sheriff of Lee County---Greeting:

WE COMMAND YOU, That, of the goods and chattels of

*S. H. Levacy, A. R. Anderson
J. S. S. Surgenor*

Late in your bailiwick, you cause to be made \$ *399.42* the penalty of a Forthcoming Bond, to be discharged

by the payment of \$ *199.71*, with legal interest thereon, from the *17th* day of *November*
1877, till payment, which *Hagan & Pridemore*

Circuit
Lately in our County Court for Lee County has recovered against *them* by motion on said Bond; also \$ *3.85*—
which to the said *Hagan & Pridemore*

In our said Court were adjudged for *their* costs in that behalf expended, whereof the said *Levacy, Anderson
and Surgenor* are

Convicted, as appears to us of record. And that you have the same before the Judge of our said Court, at the
Court-House on the first Monday in *July* next to render to the said *Hagan & Pridemore*
of the *Debt*, and costs aforesaid.

And have then there this writ. Witness, JAMES W. ORR, Clerk of our said Court, at the Court-house, this *3rd*
day of *April* 18*80*, in the 10*4* year of the Commonwealth.

62.85-
\$ 1.60
3.85-

James W. Orr CLERK.
Copy List to J. H. Hyatt Clerk

Subject to a credit of \$30.00 paid Feby 17 1880
 \$30.00 paid March 1st 1880 see receipt on
 Hi Ha returnable to Feby Rules 1880.
 Or Cash Paid by A. R. Anderson thirty dollars
 May 15th 1880. A Copy Teste.

J. A. Stewart
 Clerk

(644)

August L. Anderson

203 Hi Ha

S. A. Levaney et al.

No security to be taken

July Rules 1880

Weld up by the order
 of the Judge

August 25th 1880

Francis Miles es.

Attest Teste J. A. Stewart

Clerk

121

For Copy 240

THE COMMONWEALTH OF VIRGINIA.

To The Sheriff of Lee County, Greeting:

We Command You that of the Goods and Chattles of

*Wm. H. Sage, John D. Sims,
J. R. Surquar, R. R. Anderson, Mrs. Morley, Geo B. Milbourn, E. L. Surquar, John
N. Bailey, James F. Sims, Wm. R. Miller, is discharged with*

Late in your Baliwick, you cause to be made \$ *38.02* with legal interest thereon from the *first* day of

Decr. 18*70*, till payment, which *The Commonwealth of Virginia for
Sammy C. Edmonson Exr of Wm B Edmonson deceased*

Lately in our *circuit* Court of Lee County has recovered against *them* by suit for *Debt*

also \$ *38.02* which to the said *Commonwealth for &c*

in our Court were adjudged for *her* costs in that behalf expended, whereof the said

Convicted, as appears to us of record. And that you have the same before the Judge of our said Court at

the Courthouse on the first Monday in *February next* to render to the said *Sammy C. Ed*

Edmonson of the *Debt* and costs as aforesaid.

And have then there this writ. Witness, JAMES W. ORR, Clerk of our said Court, at the Courthouse, this

day of *Decr.* 18*70*, in the 10th year of the Commonwealth

James W. Orr CLERK.

*6 17.52
2 2.50 Cost in Court
2 3.00 Appeals
18.02*

Copy Lists

J. A. C. Hyatt Clerk

THE COMMONWEALTH OF VIRGINIA.

To The Sheriff of Lee County, Greeling:

We Command You that of the Goods and Chattles of

Late in your Baliwick, you cause to be made \$ 200 with legal interest thereon from the 1st day of June 1877, till payment, which

Lately in our County Court of Lee County ha recovered against him by suit for debt also \$ 200 which to the said

in our Court, were adjudged for his costs in that behalf expended, whereof the said

Convicted, as appears to us of record. And that you have the same before the Judge of our said Court at the Courthouse on the first Monday in February to render to the said debt of the left and costs as aforesaid.

And have then there this writ. Witness, JAMES W. ORR, Clerk of our said Court, at the Courthouse, this 8th day of December 1877, in the 10th year of the Commonwealth

CLERK.

No. 222

Chas. W. Langley

1742

W. Langley

W. Langley

W. Langley

W. Langley

W. Langley

W. Langley

W. Langley

W. Langley

W. Langley

W. Langley

W. Langley

W. Langley

W. Langley

W. Langley

W. Langley

Received of ~~James H. Conner~~ A. R. Surgenor, Fifty
dollars on an execution in my hands in favor of
John M. Whitehead for Charles Dougherty against
said A. R. Surgenor & others. This March 5th 1878.

Thomas J. Ely D & for
Wm J Ely Sec

Chas J Ely. D. S.
La { Recd for \$50.00
A. R. Surgeon.

With duplicate
of Voucher
104

The Commonwealth of Virginia,

To the Sheriff of Lee County---Greeting:

WE COMMAND YOU, That, of the goods and chattels of

A. R. Surgenor & Thomas McPherson

Late in your bailiwick, you cause to be made \$ 774.36

the penalty of a Forthcoming Bond, to be discharged

by the payment of \$ 477.15

, with legal interest thereon, from the 28th day of July

1877, till payment, which *John M. Whitehead for Charles Daugherty*
Survivor, &c.

Lately in our ^{Circuit} County Court for Lee County

has recovered against *them* by motion on said Bond; also \$ 5.35

which to the said

Whitehead &c.

In our said Court were adjudged for

this costs in that behalf expended, whereof the said

Surgenor
Levacy, Surgenor & McPherson are

Convicted, as appears to us of record. And that you have the same before the Judge of our said

Court, at the

Court-House on the first Monday in

March

next to render to the said *Daugherty*

of the

Debt

, and costs aforesaid.

And have then there this writ. Witness, JAMES W. ORR, Clerk of our said Court, at the Court-house, this 22nd

day of *Decr*

1877, in the 102nd year of the Commonwealth.

Copy Dated John R. Gibson CLERK.

Recd. of Thos. J. Ely D.S. for Thos. J. Ely D.S. Co.
One hundred Dollars January 27-1878.

C. Daugherty

Received of Thomas J. Ely D.S. for Thos. J. Ely D.S. Co.
Two hundred and fifty four dollars and
four cents on the within. Li. Pa. this March 31-1878.

Wm. A. on atty. for

Charles Daugherty

No. 7 - 91. 1040
John M. Whitehead for
250 } Li. Pa.
S. S. Surgeon
No security to be taken
March Rules 1878

executed as per receipts
and

T. J. Ely D.S.
for T. J. Ely D.S. Co.

A copy
Teste Jno R. Gilman
106 Clk.

106

See for No. 20

Recd. Dec. 22nd 1877 of A. R. Long on the within
Execution 10 Dollars.
1878. On 21st 1878 cash \$500 by the hands of J. M. on
the January 7 1878 of A. R. Surgeon one hundred
Dollars. For by cash March 14th 1878
tho. J. Ely D.S. on atty. for
\$327.00

THE COMMONWEALTH OF VIRGINIA.

To The Sheriff of Lee County, Greeting:

We Command You that of the Goods and Chattles of

James W. Orr
Late in your Baliwick, you cause to be made \$ *14.75* with legal interest thereon from the *1st* day of *October* 18*78*, till payment, which *J. W. Orr*

Lately in our *County* Court of Lee County has recovered against *them* by suit for *fine* also \$ *12.50* which to the said *Wilson* in our Court were adjudged for *fine* costs in that behalf expended, whereof the said *Wilson* is also *owed*

Convicted, as appears to us of record. And that you have the same before the Judge of our said Court at the Courthouse on the first Monday in *June* to render to the said *Wilson* of the *fine* and costs as aforesaid.

And have then there this writ. Witness, JAMES W. ORR, Clerk of our said Court, at the Courthouse, this *11th* day of *April* 18*78*, in the 10*th* year of the Commonwealth.

John R. Wilson
CLERK.

3,28
3,58
3,60
3,22

100 (100) 1898

A. J. McLean

100, 100

W. H. B. at 100
so to be taken

James B. 1898

W. H. B. at 100

so to be taken
principal and cost

March 16 1898

W. H. B. at 100
so to be taken

W. H. B.

W. H. B. at 100

100

See for this only 100

For the 100 by each for the 100 at 100 1898

W. H. B. at 100

THE COMMONWEALTH OF VIRGINIA.

To The Sheriff of Lee County, Greeting:

We Command You that of the Goods and Chattles of George Lee

Late in your Baliwick, you cause to be made \$ 200 with legal interest thereon from the 15 day of June 1875, till payment, which George Lee

Lately in our County Court of Lee County has recovered against George Lee by suit for Money also \$ 200 which to the said George Lee

in our Court were adjudged for George Lee costs in that behalf expended, whereof the said George Lee

Convicted, as appears to us of record. And that you have the same before the Judge of our said County Court at the Courthouse on the first Monday in June to render to the said George Lee

George Lee of the County and costs as aforesaid.

And have then there this writ. Witness, JAMES W. ORR, Clerk of our said Court, at the Courthouse, this 15 day of June 1875, in the 10th year of the Commonwealth

CLERK.

27th Dec 1915

Presented to the Library of the
University of Toronto

the change etc.

2207-10-20

Ch. 12

1850
 1851
 1852
 1853
 1854
 1855
 1856
 1857
 1858
 1859
 1860

Log 2000 ft. 100 ft. from the top of the sand

Received of Joseph H. Bunker
Three hundred and Sixty Seven
Dollars & Thirty Seven cts
An execution against
William W. Sargent ^{his} executor
in favor of John W. Whithead
per the bequest of Sarah
& Beaty, Late his wife
by the above named
Feb 17th 1852

Wm. A. Baker
per C. S. Hamblen &c

W. A. Bunker
Bright

103

Geo. A. Bundy

107

114 3
114 3
00

114 3
114 3
00

136

20

10 2 0
4 5 0
965

114 3
114 3
00

Aug the 7, 1876 Received of J. H. Brandy
\$16.00 on an execution in my hands
for collection against Wm W Sage and his associates
J. B. Scott & Co for Y & Ely S. C.

Received of Joseph H. Bundy one of the Securities of Wm H. Sage late
Collector of Taxes & County Treas for Lee County for the year 1870.
his note for (\$1000) bearing interest from the 13th of July 1871 which
is a Settlement in full of a claim for that sum allowed me
by the Board of Supervisors for said County for the year 1870 for
my services as Judge of elections - March 31st 1873.

James D. Morgan

Hand of Joseph H Bandy have secured
and fifty dollars to be credited on an
equation in my hands in favor of John M
Whithead for \$185 and Bandy also in securing
for Mr. W. Sage late Sheriff his bond \$1876,
the 1st of Dec,

1st Lt. Col.

Capt.

J. H. Bandy

\$30.85-
Rec'd

Received of Daniel S. Dickinson Abraham
R. Surgenor and Joseph H. Bundy Ninety Two
Dollars and Fifty Cents it being the ^{balance in full} ~~sum~~ of
two executions one in favor of Charles Daugherty
Survivor & Co. of the late firm of Daugherty & Beatty and
the other in favor of Henry B. Beatty assignee & Co.
against William H. ^{Sage} ~~Shuff~~ late Sheriff and Collector
of Lee County and his Securities the Said Dickinson
Surgenor & Bundy being part of his Securities and
pay each \$30.85. of the above amount, they
being for County Claims.

Given under my hand this the 18th day of March

1872

Witness

David Miller.

Wm A. Beatty Esq for
H. S. Hamble S. L. C.

Reception.
Execution
against H. H.
Bazil

.367.57
150.00
10.00
16.00
30.85
574.42

Joseph H. Bundy

vs. { Receipt

Wm. V. Sage & Co.

Statement showing the amount to be recovered
by each solvent security against each of his
co-solvent securities, in each and all
the bonds as of June 13th 1881.

A. R. Surgen should recover as follows:

From L. M. Hill on "All" bonds	\$ 71 77
" Wm P. Miller No. 4 \$39.30. No 5 \$582.36.	
Nos. 4. 5 & 6 \$8.33 1/2, "All" bonds \$51.01 =	681 00
" A. R. Anderson No. 5	243 30
" S. S. Surgen No. 5 \$431.78. No 6 \$192.45	
"All" \$13.53 =	637 76
" P. H. Linsay No 6	95 21
" S. H. Linsay No 6 \$249.57 Nos 4. 5 & 6 \$8.33 1/2 =	257 92
" D. Gobble Nos. 4. 5 & 6 \$8.33 1/2 "All" \$46.01 =	54 34
" J. M. Andis Nos. 4 5 & 6 \$8.33 1/2 "All" \$51.01 =	59 34
" J. Dalton Nos 4. 5 & 6 \$8.33 1/2 "All" \$51.01	59 34
" J. H. Bundy Nos. 4. 5 & 6	8 33 1/2
" Wm M. Donald "All"	51 01
" John A. Moore "All"	51 01
Total	\$ 2290 33
over	

John A. Moore should recover as follows: -		9
From S. H. Liversay No 2	9 94	
" A. R. Surgen No 2	45 58	
" Wm P. Miller No 2	45 58	
Total	101 10	

S. H. Liversay should recover as follows: -	
From E. M. Hill No 4	24 48
" P. H. Liversay "All"	13 76
" Joseph A. Bundy "All"	13 39
" S. S. Surgen "All"	14
Total	57 77

Jonathan Dalton should recover as follows:	
From Wm P. Miller No 4	27 27
" Dickinson Gobble No 4	66 57
" J. M. Andis No 4	66 57
Total	160 41

Joseph Bundy should recover as follows:	
From Wm P. Miller No 6	342 30
" P. H. Liversay No 6	123 90
Total	466 20

S. S. Surgeon should recover as follows:

From. L. M. Hill Nos 4. 5-76	7 78
" Wm P. Miller Nos 4. 5-76	7 78
" Sickenzon Gobbler Nos. 4. 5-76	7 78
" S. H. Liveray Nos 4. 5-76	7 78
" J. M. Audis Nos 4. 5-76	7 78
" Jonathan Dalton Nos 4. 5-76	7 78
" J. H. Bundy Nos. 4. 5-76	7 78
Total	54 46

A. R. Anderson should recover as follows: —

From S. S. Surgeon Alb	17 79
" L. M. Hill Nos. 4. 5-76	7 06
" Wm P. Miller Nos 4. 5-76	7 06
" Sickenzon Gobbler Nos 4. 5-76	7 06
" S. H. Liveray Nos 4. 5-76	7 06
" J. M. Audis Nos 4. 5-76	7 06
" Jonathan Dalton Nos 4. 5-76	7 06
" Jos. H. Bundy Nos 4. 5-76	7 06
Total	67 21

Statement of debts
to be recovered by Sol-
vent securities against
Solvent Securities.

X

Received of S. S. Sargenmer fifty dollars
to be credited upon the claims (Judgements)
in favor of the Commonwealth against
Wm W. Sage late Sheriff of Lee County
as his surety, as such of whom said
Sargenmer is one

Also received of said S. S. Sargenmer
for P. H. Levacy on the same claim &
to be credited in the same way the sum
of fifty dollars, and received at
sametime from said S. S. Sargenmer for
S. R. Anderson on the same account & to
be credited upon the same claim the sum
of fifty dollars - but also received from
S. H. Levacy, to be credited on the same
claim in the same way the further sum
of fifty dollars. This August - 29. 1877.

Hagan & Prelemore
Atty for the Auditor -

Hagan & Pritchard

To & Receipts 200

A. S. Langer et al.

Voucher
2 Rept.

"A"

Account to

Bond 5-

P. H. L. Bond 6.

all Bonds

papers

held in

trust on

several persons

look in for

your self

June 13/6

A. R. Sangster
vs E. Vachero 2nd Report.
Am W Sage et al.

Virginia Lee county to wit
This day A. L. Pridemore personally
appeared before me and made
oath, that on or about Sept 5th 1877
that S. S. Surgenner paid him for the
auditor of Public account, as one
of the securities of W. W. Sage late
Sheriff of Lee county, the sum of \$100-
fifty of which was for himself and
fifty as he paid for P. H. Levacy-
About the same time A. R. Surgenner
paid him on like account \$ 50.00
and S. H. Levacy the like sum
on the same account. . . . 50.00
And as affiant recollects James F.
Jones paid or in some way arranged
the like sum on the same account: 50
A. R. Surgenner in the same way
paid him the sum of . 100
and Le. M. Hill on like account
paid him the sum of . 20
making in all the sum of \$ 37 0.00
This sum of money was used by me by
the direction of these parties, was used in
the purchase of the Consol Bonds, which was
purchased by me from Lewis Johnson & Co
Bankers in the City of Washington and was
received from them as by their account shown

on the 5th day of Nov. 1877, and which account
so paid by me was as follows.

\$600 Va Consols at $61\frac{1}{8}$	\$366.75-
freight	.25-
Corns $\frac{1}{4}$	<u>1.50</u>
	368.50

I at the same time paid of my own
money as appears by the Auditor's receipt
a sufficient sum to purchase in
Coupons the sum of, 31.07

as a premium on Coupons which
I suppose were attached to said
bonds at all events on the 26th
Nov. 1877, I paid in said bonds &
Coupons for said securities and got for
them on that day a receipt for \$631.07

Some time previous to Jan. 1879. Mr
C. J. Duncan paid me \$100 for
Jonathan Sallers one of said securities
\$100 in cash with this I bought from
the same Bankers 23 Jan. 1879 ~~\$200~~ 2
\$100 Consol Bonds for said securities which
cost me the sum of \$118.40
The over plus of the said \$100. is also
due me.

A. L. Pridemore &
Statement of Payments
to Auditor. &c

2 x 5-

Received \$570.00

Received from
A. to F.

One day after date we and each of us bind our
selves here to to say Morrison & Duncan fifty
dollars value received and as to this obligation
we each waive the benefit of our homestead
exemption. Witness our hands and

21st day of May 1877

A. B. Anderson
James W. H. H. H.

Aug 4. 1881

Int on the within 3.78

Com 90

Const Cost 50

Inst Cost 25

Principle 15.00

20.43

15.00
80.51

A. H. Anderson

40 3/4 Note 15.00

Mr + Dr

On the 21st day of May 1877. as I see from
the date of the note, James Morley and
H. R. Anderson executed a note to Morris-
son & Duncan for the sum of fifteen
dollars, said note was executed for pro-
fessional services, rendered as follows:
a judgment had been rendered in
favor of the Commonwealth of Virgin-
ia against William W. Sage late Sheriff
to, and his securities in bond no 5, for

H. R. Anderson, & James Morley
were two of the securities in said bond,
and they believed that said judgment
had been rendered against the securities
in the wrong bond. They believing that
said judgment should have been ren-
dered on bond No 6, & not on bond No 5.
They further believed that said judge-
ment was wrong in other particulars,
one of which was the date at which said
judgment began to bear interest, and
thus believing they employed Judge
Morrison & myself to prepare a notice
to correct said judgment, we did pre-
pare said notice and forwarded it to
Richmond, had it served on the Auditor
of public accounts, and no further
notice was afterwards taken of it or for

as I know. This is the consideration and services for which said note was executed by said Anderson & Worley.

A short time after the execution of the above note several of the Sureties of W^m W Sage late Sheriff to, at the law office of M B D Lane employed Judge Lane & myself to examine the Chancery cause of A. M. Wey for &c, vs W W Sage & others to see if said cause could be successfully reviewed, for which services they agreed to pay and did pay us the sum of thirty five dollars but I do not recollect who all joined in said payments nor do I remember the sums paid by each, as a result of this examination the bill of review was filed and following that the cross bill, in which the present account is being taken,

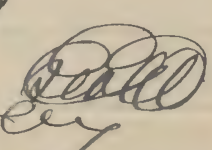
C. T. Duncan,

Sworn to before me
County Clerk.

C. T. Duncan
Affidavit.

Page 5-

Enclosed I enclose
Laxle Reports

Twelve months after date for value
received I promise to pay R. A. Ayer
Ten dollars, and, if there is no judgment
entered against me in favor of the Com-
monwealth of Virginia on a bond I
am in as surety for W. W. Sage late
sheriff of Lu County Va upon which
there has heretofore been rendered a
judgment against said Sage A. R.
Surgeon to them, and upon which no
judgment has been entered against
me, until the statute of limitation
shall bar a recovery upon said bond
then I am to pay said Ayer the further
sum of fifteen dollars and I
hereby waive the benefit of my
homestead exemption as to this debt
which is to bear interest from date
witness **my hand & seal** this
the 2nd day of June 1879
J H Lewis 

Test: Wm A. Orr

1882 March 28 By cash \$20.00 to R. A. Ayres & by him
paid to P. B. Cecil R. B. Cecil

1882 April 11 by cash \$5.00 paid to P. B. Cecil the note
being then assigned to him by R. A. Ayres & receipt given
P. B. Cecil

S. H. Clevley
to note 26/8
R. A. Ayres

vacated

2" Report -

"B"

"Band 4"

Receiver of James L. Jones fifty dollars
to be credited as a judgment in favor
of the Commonwealth against W. W. Sage
State Sheriff of Lee County at his secu-
rities of whom said Jones is one.

This Sept 3. 1877

Wm. W. R. R. R.
Atty for Auditor.

(H.E.) with

J. J. Jones answer

A. I. Bondson
To Receipt
~~\$50.00~~
No 4-7140ng
\$50.00

Number 2 Rups-
"4"

Band 5-

Received of S. R. Surgeson, one hundred
dollars to be credited on judgment in
the name of the Commonwealth, against
Wm W. Sage late Sheriff of Lee County
and his securities of whom said Surgeson
is one. This Sept 3^d 1877.

Hazan P. Williams
Atty for Auditors.

Hagan & Pridemore

To Receipt \$100.

A. R. Surgenor

Voucher 2 Rpt-

"J"

~~4-5-7-6~~

Baird &

120 021
20 20

4. 13 30
120
720
120.00
106.20
\$233.20

Commonwealth of Virginia,

OFFICE OF THE AUDITOR OF PUBLIC ACCOUNTS,

Richmond,

March 12, 1879

Received of Jonathan Dalton, one of the
sureties of W W Sage, late Sheriff of Lee
County, the following Va. bonds, on account
of the judgment against said Sage and
Sureties

Registered bond No 4430, for One hundred dollars

" " " 4431 " One hundred dollars

Wm F. Nye
Aud. Pub. Accts.

Jonathan Dalton
from } Receipts
Arch. Pub. Accts

Voucher
2. Repent-
"6"

~~4. 5. 7. 8~~

Band 4

Eight Months after date, we or either of us promise
to pay Hagan & Pruden now the just and full sum
of two hundred dollars, and as to this debt we
hereby waive our homestead exemptions - This
note is for services in the various matters relative
to us as the securities of William W. Sage, late Sheriff
of Lee County Va. And in all such matters the
said Hagan & Pruden now, are to represent our in-
terests - Except they are to hereafter to be permitted
to enforce a Judgment in their hands for collection
against said Wm W. Sage in favor of A. W. Ely
survivor to & now assigned to Patrick Hagan,
and they also reserve the power to represent
the Auditor of Public Accounts, in any matters
in which he is or may be interested and also to
prosecute any claim they have heretofore been
employed in adversely to us. But in all other
matters to represent us, to make all calcu-
lations as between us and if any difference
arises between us and any of the other securities
then they are to represent the undersigned.

Given under our hands & seals this 18th day
of October 1875 -

James. Worley Secy

John Bolling Secy

Joseph H. Bundy Secy

Wm. P. Miller Secy

Sanders H. Lersey Secy

J. C. Surgeon Secy

J. M. Ely Secy

Stephen Surgeon Secy

P. H. Linsay Secy

A Copy Test:

J. H. H. H. H. H.

Credit the within note, by assignment on
Samuel Poter Sixty-four Dollars & 4^c
December 4th 1878. Hagan & Pridemore

The above was paid ^{for Pridemore}
us by A. R. Surgeson
A. L. Pridemore

Wm W. Sage, Securities

A. R. Surgeson et al

\$ 392.00. 00

Hagan & Pridemore

all Bonds

118

See for copy .30%

Received of Charles M. Hill one of the
Securities of Wm. W. Sage late Sheriff of Lee
County the sum of (\$20) twenty dollars to be
credited on Judgements in favor of the
Commonwealth vs said Sage & his Securities.
This Sept. 2: 1877.

Hazard Pickens
Atty for Recditor

L. M. Hill one of Sages
surtees

Family Receipt \$20.00

Hagan & Co. are for
Auditor.

10

Hagan & Co. are for

100 Receipt (100)

L. M. Hill

Wording in 2 Rept.

"E"

Box 4

March 30th

1873

in circuit
court, city
of Richmond

The Commonwealth

vs
John H. Sage, Sheriff of Lee County, John D. Jones,
George R. Anderson, James W. Lee, Stephen S. Surgeon,
George B. Milburn, John W. Bailey, James S. Jones,
William P. Miller, Abraham R. Surgeon, and Daniel
S. Dickinson his Sureties, all of Lee County Va. Deft.

No 5.

Plff
Upon a motion instituted
and prosecuted by the
Auditor of Public
Accounts,

Judgment in favor of the Commonwealth, against the defendants for two hundred
and seventy three dollars and forty one cent for the balance of the one fourth
of the land, property and cultivation taxes of the year 1871 due from W. H. Sage Sheriff of
Lee County Virginia, with interest thereon to be computed after the rate of twelve
percentum per annum from the 17th day of August 1871 until paid, and one dollar and one cent for damages thereon according to law, and for the costs of
this motion, Commonwealth's costs \$ 3.17 Cts.

This judgment is satisfied as to W. H. Sage, J. D. Jones, G. R. Anderson, S. S. Surgeon, 120 per
certificate of Auditor recorded in Deed Book 17/18 page. Sate James W. Lee clerk.
Copy Sate John R. Latham clerk.

March 20th

1873

March 20th

1873

in circuit
court, city
of Richmond

The Commonwealth

vs
William H. Sage Sheriff of Lee County Virginia and James
W. Lee, Charles W. Lee, John W. Bailey, A. R. Surgeon, William P.
Miller, George R. Anderson, Dickinson, Coffey, J. S. Lonsdale, J. S.
Bailey, C. B. Bell, John M. Lee, and W. H. Lonsdale his
Sureties, all of Lee County Va.

No 4.

Plff
Upon a motion insti-
tuted and prosecuted
by the Auditor of
Public Accounts

Judgment in favor of the Commonwealth against the defendants for four hundred
and twenty seven dollars and sixty six cents for the balance of three fourths of the
land, property and cultivation taxes of the year 1870 due from William H. Sage Sheriff of Lee County
Virginia, with interest thereon to be computed after the rate of twelve percentum per annum from the 17th
day of May 1871 until paid, and one dollar and one cent for damages thereon according to law, and for the costs of this motion
Commonwealth's costs \$ 4.05.

This judgment is satisfied as to W. H. Sage, J. D. Jones, G. R. Anderson, S. S. Surgeon, 120 per
certificate of Auditor recorded in Deed Book 17/18 page. Sate James W. Lee clerk.
Copy Sate John R. Latham clerk.

March 20th

1873

in circuit
court, city
of Richmond

March 20th

1873

in circuit
court, city
of Richmond

to examine at the
78th copy of the document.

from the 11th page. 1806

"4"

Small are 4, 5 & 6
Larger 5-46

See for these again, 1806

Received of A R Surgeon by S S Surgeon
Eight Dollars as a credit on a note of \$75.00
given by the Surgeon, of Sage. This is credited
on the note Sept 4th 1882.

Lane & Richmond

Wancker

"L"

2. Report

Received of C. M. Hill. Five dollars
as a credit on a note of \$76.00 given by the
Sung Ties in the Sage case. Sept 4th 1882.
This credited in note. Lane & Richardson

Wander.

"M"

2^d Report-

7

Red of Dickens's Gobble Five Dollars as
a credit on a note of \$75-00 given by the
Sancties in the Sage Case. This is credited
on note Sept 4th 1882.

Lane & Richmond.

12

5

Recd of S. S. Lurgener - Ten Dollars & fifty
five cents in wheat, \$4.53 of which was pd
by him, & \$6.00 by A. R. Anderson out of his credit
on note for \$16.00 in wheat, as a credit on
a \$75.00 note given by the sureties in the Sage
Case. All these credits are endorsed on note

Sept 4th 1882

Lane & Richardson D,

Voucher "Jr."
Rept No 2.

Paid
Lam & Nicholas
for

Received of J. H. Jones three dollars and thirty five cents his
part of a fee which the securities of W. H. Saye gave to
Judge Lane & myself for examining the case of A. M. Ely for
against said W. H. Saye this 22nd day of June 1877.

C. J. Ticeau

A.D. with
J.F. Jones answer

Voucher
"O."

C. Suncorn
receipt
J.F. Jones
£335

Recd of W. Audum in two parcels of wheat
fifteen dollars & fifty five cents, the bal
after \$3.00 deducted, & embraced in J. F. Levasseur
receipt, as a credit on a \$75.00 note given
by the Society in the Sage case. These credits
are all entered on said note

Sept 4th 1882 Lane & Richmond

Vander. N.

2 Reports

8

Received of James H. Jones Seventy one ⁹²/₁₀₀ of 71.92
dollars to be credited on a gift in
my hands against Mr Wm Sage. James H Jones
George B Milbourne John Milbourne & John D.
Simms for \$60 - due to James R. Dole for
Madison R. Graham. April 5 1873.

G. L. Hamblen S. L. &c

71.92
50.00
3.35
125.27

296
49

Vander. 2. Rep. 1840-
H.

Bond 57

(A B)

with J. F. Jones answer

James H. Jones

from J. F. Jones

A. B. Van Buren

Recd of S. H. Levasy. Five Dollars in money
\$5.25 in Wheat, and Three Dollars by A. R. Anderson
taken out of said Andersons credits on note
for wheat he paid on same. as a credit on
a \$75.00 note given by the Sancties in the
Sage Case. These Crts are all entered on note
Sept 4th 1882. Lane & Richmond

and
Voucher for 2
Reports
"J2"

6

The note executed to Lane ^{Richmond} was
executed by those signing ^{it} who were
Lanes sureties as a fee in the bill
of Review and the Cross bill, being
the present suit and the one which
opened the way to it, and is for
exactly the same services as the
fee paid me by Surgeon and
which was allowed me by Com.
Orr in his former report in this
case, Nov 25th 1882,

C. J. Duncan.

Sworn to before me.

Wm A. Orr Com.

C. J. Duncan
affidavit

on Bonds

32.55-
8.25-
40.80

This paper includes
Vouchers of No 2

Received of A.R. Tucker by the hands
of S. S. Dargenner, twenty five dollars, and from
Said S.S. Dargenner the like sum, each of which
is to be credited upon a judgement in favor
Thomas S. Elz adm^r de feide and exempt of
James T. Lloyd's debts now pending in the
Circuit Court of Lee County on a bill
in Chy. Aug. 24th 1881 and which judgement
was obtained against them as the separate of Wm. S. Lee late Sheriff.
A.R. Tucker

Atty for Lloyd's debts

Lloyd Mudge

102

Chas. E. Ely Adm'r for Jas. L. Lundy & Sons
258

S. C. Lingenier & R. C. Anderson

Oct Term 1879. C. B. 150. Budget for \$75.94 with
interest from July 22nd 1875 till paid & the costs.
\$2.12. - 4.233 1/2

1880 Feb 23rd Fi Fa. to F. Miles. To May R. 1880.

No property found. F. Miles & S. for Chas. E. Ely L. L. L.

An abstract copy.

Teste John R. Gibson clerk

407 (112)
Thos. S. Ely Adm. for
vs Abstract copy of
C. Berghman
S. Berghman et al

Bond 5

A. R. Anderson
44, 64 & S. S.

Thos. S. Ely
This has not all been
paid A. R. Anderson
& S. S. Engstrom being
Solant. I have
allowed it to them.
Equally I see
that A. R. Anderson
accepts credits for
what they have
paid.

Fee for this copy 75

Vanoy 2 Repts
"H"

Bond 5

1881.	A. R. Surgenor one of the securities of Wm W Bage late Sheriff of Lee County Va. and Receiver in the Chancery cause of himself against said Bage & als.	Dr.		
June 13th.	To his co securities			
	To amount received in said Chancery cause			
	from Wm W Bage & others, April 5th 1881.		\$ 775.00	
	" Interest thereon to June 13th 1881.			8.78
	" Amount received from C. J. Duncan			
	Comr. & Receiver in the D. S. Dickinson -			
	Decr 19th 1882, ^{\$338.57} less the interest from			
	June 13th 1881. to Decr 19th 1882. discounted			310.62
	Total sum collected by said Surgenor.		\$ 1094.40	
	By commission thereon 5 + 2 per cent.		\$ 30.88	
	" amt paid or to be paid Morrison &			
	Duncan atty fees in Bill of review &			
	in this suit		125.00	
	" amt of the costs of this suit		175.00	330.88
	Balance to be applied to Bage's liabilities			\$ 763.52
	Which will give to bond to 1 (\$156.08)		17.74	
	And will " " " to 2. (182.32)		20.96	
	And will " " " to 4. (332.51)		35.20	
	And will " " " to 5. (3166.47)		364.00	
	And will " " " to 6. (2227.58)		256.05	
	And will give to bonds ^{for 4 & 5 =} (236.83)		27.20	
	And will " " " ^{- jointly} for 4, 5 & 6. (366.71)		42.17	763.52

A. R. Surgenor

as { Remains acct

W. W. Sage tal

(A 136)

W. R. Graham, W. B. Barker, Andrew J. Bailey,
Joseph Lowe & The estate of D. S. Dickinson decd.
1881. To Mr McDonald their cosecurity

June 13th. To this sum paid on Bond No 1, for Dage. \$ 156.08

By amt to be received from Engineer Receiver 17.94

Leaving this sum to be apportioned 138.11

McDonald's share thereof is this sum. 23.015/6

Graham's " " " " " 23.015/6

Barker's " " " " " 23.015/6

Bailey's " " " " " 23.015/6

Lowe's " " " " " 23.015/6

Dickinson's Ests " " " " " 23.015/6 138.11

A. R. Surgenor

vs. { Statement of Bond No 1

W. H. Sage & Co

(A. B. D.)

Wm R Graham, A. R. Surgenor, Raymond Lambert,
 John W Bailey, Hiram H Brasier, Lewis Smiths Est,
 S. H. Leracy, John A Moore, Wm P Miller, Randolph
 Lee + Jonathan Dalton

1881.

June 13th. On account of liabilities on Bond to 2.

This sum paid by John A Moore on this bond.

146.68

By this sum to be paid him by A. R. Surgenor receiving,

20.96

Balance after said payment

125.72

To this sum paid by S. H. Leracy on said bond

35.64

This sum to be apportioned among securities

\$161.36

Moore's share thereof is this sum

14.67

Leracy's " " " " "

14.67

Graham's " " " " "

14.67

Surgenor's " " " " "

14.67

Lambert's " " " " "

14.67

Bailey's " " " " "

14.67

Brasier's " " " " "

14.67

Smiths Est's " " " " "

14.67

Miller's " " " " "

14.67

Lee's " " " " "

14.67

Dalton's " " " " "

14.67

161.36

Net liability of this bond, this sum

\$161.36

Moore's share thereof is this sum

\$32.27

Leracy's " " " " "

32.27

Surgenor's " " " " "

32.27

Miller's " " " " "

32.27

Lee's " " " " "

32.27

161.36

Moore has paid
 his share of loss is
 Nae should pay to Moore
 A.R. Sengener " " " "
 Miller " " " "

	\$125.72
32.27	
32.27	
32.27	
28.90	125.72

O. H. Leracy has paid
 his share of loss is
 Miller should pay to him

	35.64
32.27	
3.37	35.64

A.R. Sengener

as { Statement of Bond No 2

W. W. Sengener

(A B E)

James Worley, Chas M Hill, John W Bailey, W. R. Graham, A. R. Surgener, W. P. Miller, Jonathan Dalton, Dickinson Goshlee, S. H. Leuacy, A. J. Bailey, Waymon Lambert, C. C. Bell, John M Andis, Wm H. Leuacy. Bond to 4. Nov 21st 1870.

1881.	June 13th	To A. R. Surgener paid on said bond.	\$ 123.30
		By amount retained by him as receiver	35.20
		Balance paid by said Surgener.	88.10
		Paid by S. H. Leuacy on said bond	66.05
		" " Jonathan Dalton " " "	713.80
		" " Chas M Hill " " "	29.66
		Total sum to be apportioned	297.31
		Surgener's share thereof is this sum	21.24
		Leuacy's " " " " "	21.24
		Dalton's " " " " "	21.24
		Hill's " " " " "	21.24
		Worley's " " " " "	21.24
		Bailey's " " " " "	21.24
		Graham's " " " " "	21.24
		Miller's " " " " "	21.24
		Goshlee's " " " " "	21.24
		Bailey A. J.'s " " " " "	21.24
		Lamberts " " " " "	21.24
		Bell's " " " " "	21.24
		Andis' " " " " "	21.24
		Leuacy Wm H.'s " " " " "	21.24 297.31

(Over.)

To ret liability on this bond
Dalton's share thereof is this sum.

Chickles " " " " "

S. H. Leracy's " " " " "

John M. Audis' " " " " "

Chas M Hills " " " " "

Wm P Miller's " " " " "

A. R. Surgenor's " " " " "

A. R. Surgenor has paid

His part of the loss is

Dickinson Gakke should pay him

John M. Audis. " " "

E. H. Leracy has paid

His part of the loss is

+ John M. Audis must pay to him

Jonathan Dalton has paid

This part of the loss is

Mr P Miller must pay to him

John M Andis " " " "

Chas M Hill " " " "

What Mr Hill share of loss is

He has already paid

So he paid Dalton as above

A. R. Surgenor

as { Statement of Bond No 4

W. W. Sagatal

(A B F)

John D Sims, A. R. Anderson, James Worley, John
 Millhourn, S. S. Surgener, George Millhourn, John W
 Bailey, James H Jones, Wm P Miller, A. R. Surgener, &
 1881. Daniel S Dickinsons Est. Bond to 6th May 19th 1870.

June 13 th , A. R. Anderson paid on said bond	\$124.38	
Same " Same	35.82	
Same " Same	39.90	
Same " Same	66.05	
Same " Same	44.64	
Same " Same	275.50	
Same on Same	8.28	594.57

Total sum paid by Anderson on Same

George B Millhourn paid on said bond	95.57	95.57
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James Worley paid on said bond	82.40	
Same " Same	8.28	90.68

Total sum paid on same by Worley.

A. R. Surgener paid on said bond	372.03	
Same " " Same	738.23	
Same " " Same	215.35	
Same " " Same	169.97	
Same " " Same	71.50	
Same " " Same	324.50	
Same " " Same	174.76	
	\$2066.34	

By amt to be retained by Surgener as receiver	364.50	1702.34
---	--------	---------

Carried over

2483.16

Brought over		\$2483.16
S. S. Surgener paid on said bond	\$ 39.90	
Same " " Same	66.05	
Same " " Same	44.64	
Total paid by said Surgener on said bond		150.59
James H Jones paid on said bond	168.72	168.72
Total amount to be apportioned to Solvent Securities		2802.47

John D Sims' share thereof is	254.77	
A. R. Anderson's " " "	254.77	
James Worley " " "	254.77	
John Milburns " " "	254.77	
S. S. Surgener " " "	254.77	
George B Milburn " " "	254.77	
John W Bailey " " "	254.77	
James H Jones " " "	254.77	
Wm P Miller " " "	254.77	
A. R. Surgener " " "	254.77	
Dan'l S Dickinson " " "	254.77	2802.47

Net Sum to be apportioned to Solvent Securities	2802.47	
after deducting and paying by Milburns four weeks, now insolvent	354.97	
A. R. Anderson's Share is	611.87 1/2	2447.50
S. S. Surgener's " "	611.87 1/2	
Wm P Miller's " "	611.87 1/2	
A. R. Surgener's " "	611.87 1/2	2447.50

A. R. Surgener has paid	\$1702.34
His share of losses is	\$611.87½
• Wm P Miller must pay to him	611.87½
• A. R. Anderson " " " "	17.30
• S. S. Surgener " " " "	461.29 1702.34

A. R. Anderson's share of loss is	611.87½
• He has paid heretofore	594.57
• Must pay to Surgener	17.30 611.87

• S. S. Surgener's share of loss is	611.87½
• He has paid heretofore	150.59
• Must pay to A. R. Surgener	461.28 611.87

• Wm P Miller's share of loss is	611.87
• He must pay to A. R. Surgener	\$611.87

A. R. Sargent

as { Statement of Bond No. 5

W. W. Sage & Co.

(A B G)

John Milbourn, A. J. Bailey, Wm Philler, S. H. Leracy,
 Wm W Leracy, A. R. Surgener, David S Dickinsons Est,
 Stephen S Surgener, Joseph H Brundy, J. M. Whitehead,
 John W Bailey, A. M. Ely, P. H. Leracy, Alexander
 Nymn & Jonathan Dalton. — Bond No 6, Jan 18th 1871.

1881.

June 13 th .	P. H. Leracy paid on said bond	\$ 123.19
	A. R. Surgener " " " "	879.55-
	J. H. Brundy " " " "	808.48
	S. S. Surgener " " " "	149.86-
	S. H. Leracy " " " "	92.71
	D. S. Dickinsons Est " " " "	173.80
	Gross sum to be apportioned this sum	\$2227.58

A. R. Surgener paid as above	\$ 879.55-
By amount retained by him as receiver	256.05-
Balance paid by said Surgener	623.50

Net sum to be apportioned to all securities \$1971.53

A. R. Surgener's share thereof is	131.43½
P. H. Leracy's " " "	131.43½
J. H. Brundy's " " "	131.43½
S. S. Surgener's " " "	131.43½
S. H. Leracy's " " "	131.43½
D. S. Dickinsons Ests " " "	131.43½
John Milbourns " " "	131.43½
A. J. Bailey's " " "	131.43½
Wm P Philler's " " "	131.43½

Sum to be apportioned brought over

\$1771.53

Wm W Leracy's share is	131.43 1/2
John M Whitehead's " "	131.43 1/2
John W Baileys " "	131.43 1/2
A. M. Elys " "	131.43 1/2
Alexander Wiggins " "	131.43 1/2
Jonathan Dalton's " "	131.43 1/2

Total sum to be apportioned among salvent
after deducting amt pd by P. H. Leracy & D. S. Dickinson ^{Securities} ~~not now -~~
- insolvent

\$1771.53

276.99

\$1674.54

Wm P Miller's share is	334.91
S. H. Leracy's " "	334.91
A. R. Sargener's " "	334.91
S. S. Sargener's " "	334.91
Joseph H Bundy's " "	334.91
	1674.54

A. R. Sargener has paid

\$623.50

His share of loss is

334.91

S. S. Sargener must pay to him

185.06

W. P. Miller " " " "

103.53 623.50

Joseph H Bundy has paid

808.48

His share of loss is

334.91

S. H. Leracy must pay to him

242.20

Wm P Miller " " " "

231.37 808.48

A R Surgenor

vs. { Statement of Bond No 6

W W Sage & al

(A B H)

John D Sims, A.R. Anderson, James Warley, John
 Millburn, S.S. Surgeuer, George B. Millburn, John
 W. Bailey, James H. Jones, Wm P. Miller, A.R. Surgeuer,
 D.S. Dickinson^{Est}, Chas. M. Hill, Wm R. Graham,
 Jonathan Dalton, Dickinson Gahlele, S.H. Leracy,
 A.J. Bailey, Wayman Lambert, L.C. Bell, John
 M. Andis & Wm W. Leracy. Securities in Bonds

1881.

No's 4 & 5, Nov 2nd & May 19th 1870.

June 13th.

A. R. Surgeuer paid on these bonds \$ 18.23

Same " " " " 63.30

Total sum paid by said Surgeuer \$ 81.53

By this sum to be retained by him as Receiver 27.20

Balance paid by said Surgeuer. 54.33

S. S. Surgeuer paid on these bonds. 18.23

Same on Same 54.10

Same " Same 5.33

Total sum paid by said Surgeuer 77.66

A. R. Anderson paid on these bonds 18.23

Same " Same 54.41

Total sum paid by said Anderson 72.64

Dickinson Gahlele paid on Same 5.00 5.00

Total sum to be apportioned \$ 209.63

A. R. Surgeuer's share thereof is 7.98

S. S. Surgeuer's " " " 9.98

(over)

A. R. Anderson's share thereof is			9.98	
Dickinson Gohlles	"	"	9.98	
John D Sims	"	"	9.98	
James Worley's	"	"	9.98	
John Millhous's	"	"	9.98	
George B Millhous's	"	"	9.98	
John W Baileys	"	"	9.98	
James F Jones	"	"	9.98	
Wm P Miller's	"	"	9.98	
D. S. Dickinson's Eats	"	"	9.98	
Chas M Hills	"	"	9.98	
Wm R Grahams	"	"	9.98	
Jonathon Daltons	"	"	9.98	
B. H. Leracy's	"	"	9.98	
A. J. Bailey's	"	"	9.98	
Waymon Lambert	"	"	9.98	
E. C. Bell	"	"	9.98	
John M Andis	"	"	9.98	
Wm W Leracy	"	"	9.98	209.61

Total net sum to be apportioned to Solvent-Securities				\$209.61
A. R. Anderson's share thereof is			26.20	
S. S. Surgeners	"	"	26.20	
Wm P Miller's	"	"	26.20	
A. R. Surgeners	"	"	26.20	
Chas M Hills	"	"	26.20	
Dickinson Gohlle	"	"	26.20	

S. H. Leracy's share thereof is
John M Andis " " "

26.20

26.20 209.61

A. R. Sargener has paid

~~54.33~~

His share of loss is

26.20

• Jm P Miller must pay to him

26.20

• Dickinson Goble " " " "

1.93

54.33

S. S. Sargener has paid

77.66

His share of loss is

26.20

• S. H. Leracy must pay to him

26.20

• Chas M Hill " " " "

26.26

77.66

A. R. Anderson has paid

72.64

His share of loss is

26.20

• John M Andis must pay him

26.20

• Dickinson Goble " " " "

19.27

• Chas M Hill " " " "

94

72.64

A. R. Surgenor

vs. { Statement of Bonds No 4 & 5

W. H. Sage & Co

(A. B. J.)

John D Sims, A. R. Anderson, James Worley, John
 Millhourn, S. S. Surgener, George B Millhourn, John
 W Bailey, James F Jones, Wm P Miller, A. R. Surgener,
 D. S. Dickinsons Est, Charles M Hill, Wm R Graham,
 Jonathan Dalton, Dickinson Gohhle, S. H. Leracy,
 A. J. Bailey, Waymon Lambert, L. C. Bell, John M
 Andis, Wm W Leracy, Joseph H Bundy, John M Whitehead,
 A. M. Ely, P. H. Leracy, Alexander Hym, Securities

1881. in Bonds Nos 4, 5 & 6.

June 13th. A. R. Surgener paid on these bonds.	\$121.64
By this sum retained by him as receiver	42.17
Bal. paid by said Surgener.	79.47
S. H. Leracy paid on these bonds	65.00
Same " " Same	13.25-
P. H. Leracy paid on these bonds	37.25-
A. R. Anderson paid on these bonds.	67.05-
Joseph H Bundy paid on these bonds.	37.62
S. S. Surgener paid on these bonds.	19.55-
James F Jones paid on these bonds	3.35-
Total sum to be apportioned among securities	\$324.54
A. R. Surgener's share is	12.48

Am't total over

324.54

" " "	12.48	
John D Sims' share is	12.48	
A. R. Anderson's " "	12.48	
James Worley's " "	12.48	
John Millhourn's " "	12.48	
E. S. Sargener's " "	12.48	
George B Millhourn's " "	12.48	
John W Bailey's " "	12.48	
James H Jones' " "	12.48	
Am P Miller's " "	12.48	
Joseph H Bunday's " "	12.48	
D. S. Dickinson's Est " "	12.48	
Chas M Hills " "	12.48	
Am R Grahams " "	12.48	
Jonathan Dalton's " "	12.48	
Dickinson Gokhile's " "	12.48	
S. H. Leracy's " "	12.48	
A. J. Bailey's " "	12.48	
Raymon Lamberts " "	12.48	
C. C. Bells " "	12.48	
John M Andis' " "	12.48	
Am W Leracy's " "	12.48	
John M Whiteheads " "	12.48	
A. M. Elys " "	12.48	
P. H. Leracy's " "	12.48	
Alexander Wymis " "	12.48	324.54

Let sum to be apportioned to solvent &
 Deducted by James & Jones now insolvent - credits

A.R. Surgenor's share is	32.12	324.54
A.R. Anderson's " "	32.12	321.19
S.S. Surgenor's " "	32.12	
Wm P Muller's " "	32.12	
C.M. Hill's " "	32.12	
Dickinson Gohlble's " "	32.12	
S.H. Leracy's " "	32.12	
John M Andis " "	32.12	
Jos H Brady's " "	32.12	
P.H. Leracy's " "	32.12	321.19

A.R. Surgenor has paid		79.47
His share in losses is	32.12	
. S.S. Surgenor must pay to him	12.57	
. Wm P Muller " " " "	32.12	
. Dickinson Gohlble " " " "	2.66	79.47

A.R. Anderson has paid		69.05
His share in losses is	32.12	
. C.M. Hill must pay to him	32.12	
. Dickinson Gohlble " " " "	4.81	69.05

S.H. Leracy has paid		78.25
His share in losses is	32.12	
. Dickinson Gohlble must pay to him	24.65	
. John M Andis " " " "	21.48	78.25

P. H. Leracy has paid

His share in losses is

, John M Audis must pay to him

	37.25
32.12	
5.13	37.25

Joseph H Brundy has paid

His part of losses is

, John M Audis must pay to him

	37.62
32.12	
5.50	37.62

A R Surgenor

10. 3 Statement of Bado 4, 576,

W W Sagatal

(A 13)

Statement showing the sums to be recovered, between solvent securities & omitting the insolvent ones, which is condensed from the several statements of liabilities on the several bonds, as of June 13th 1881.

Bond to 1.	Wm McDonald recovers vs A. R. Surgener	\$ 17.94
" " 2.	John A Moore " vs Same	20.96
" " "	Same " " Same	32.27
" " "	Same " vs Randall & Coe	32.27
" " "	Same " vs Wm P Miller	28.90
		<u>144.40</u>

" " 2.	J. H. Leracy recovers vs Wm P Miller	3.37
" " 4.	Same " vs John M Andis	23.58
" " 4.5.+6.	Same " vs Same	21.48
" " 4.5.+6.	Same " vs Dickinson Goldblle	24.65

Bond to 4.	A. R. Surgener recovers vs Dickinson Goldblle	42.47
" " 4+5.	Same " vs Same	1.93
" " 4.5.+6.	Same " vs Same	2.66
" " 4.	Same " vs John M Andis	3.16
" " 5.	Same " vs Wm P Miller	611.87
" " 6.	Same " vs Same	103.53
" " 4+5.	Same " vs Same	26.20
" " 4.5.+6.	Same " vs Same	32.12
" " 5.	Same " vs A. R. Anderson	17.30
" " 5.	Same " vs J. S. Surgener	461.29
" " 6.	Same " vs Same	185.06
" " 4.5.+6.	Same " vs Same	12.57

Bond to 4	Jonathan Dalton vs Wm P Miller	\$ 42.47
" " 4.	Same vs John M Audis	15.73
" " 4.	Same vs Lehas M Hill	12.81

Bond to 4+5	S. S. Surgenor vs S. H. Leracy	26.20
" " 4+5	Same vs C. M. Hill	25.26

Bonds 4+5-	A. R. Anderson vs J. M. Audis	26.20
" 4+5-	Same vs D. Goldile	19.27
" 4.5+6.	Same vs Same	4.81
" 4+5-	Same vs C. M. Hill	94
" 4.5+6.	Same vs Same	32.12

Bond to 6.	Joseph H Bundy vs S. H. Leracy	242.20
" " 6.	Same vs Wm P Miller	231.37
" 4.5+6.	Same vs John M Audis	5.50

Bonds 4.5+6.	P. H. Leracy vs John M Audis	5.13
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A R Surgenner

vs. } Statement General & final

W. W. Sage et al

(ABK)

The following statement is made to show how much each of the insolvent sureties in W. W. Sages several bonds ought to pay in order to bear their equal part of the loss sustained or borne by each bond, and the same to be paid to a receiver, and such sum as may be realized by such receiver he should pay out equally to the solvent sureties in each bond, who have borne the burden of such bond by equalizing its liabilities among themselves

Bond No. 2

Bond No. 2. On this bond the following persons should pay to ~~St. Surgeon~~ receiver the following sums.

	W. R. Graham	14	67
	Wayman Lambert	14	67
	John W. Bailey	14	67
x	H. H. Brasen	14	67
	Lewis Smiths East	14	67
+	Jonathan Dutton	14	67

Fr. Fr.

And any sum which said ~~Surgeon~~ may collect on these sums he will pay to John A. Moor, S. H. Seaway, A. R. Surgeon, Wm. P. Miller & Randolph Noe in equal proportions

Bond No. 4

On Bond No. 4 the following persons will pay ~~St. Surgeon~~ receiver the following sums

x	James Worley	21	24
	John W. Bailey	21	24
	W. R. Graham	21	24
	A. J. Bailey	21	24
	Wayman Lambert	21	24
	C. C. Bell	21	24
	W. W. Seaway	21	24

And any sum which said ^{Surgener} ~~Dickinson~~ may realize on account of these sums he will pay out equally to Jonathan Dalton Dickinson Goble, S. H. Seaway, John M. Andrus, Charles McKill William P. Miller and A. R. Surgener.

Band No. 5 On Band No. 5 the following persons will pay the following sums to Mr. C. T. Dickinson as receiver Trust

x	John D. Sims	254 77	
x	James Worley	254 77	Leaves \$90.68 unpaid
	John Milburne	254 77	
x	George B. Milburne	254 77	Leaves \$95.57 unpaid
	John W. Bailey	254 77	
	James F. Jones.	254 77	Leaves \$168.72 unpaid
	D. S. Dickinsons Estate	254 77	

And any sum which Mr. ^{Surgener} ~~Dickinson~~ may collect on these sums he will pay to A. R. Anderson, S. S. Surgener, W. P. Miller and A. R. Surgener in equal proportions

Band No. 6 On account of liabilities on Band No. 6. the following persons will pay the following sums to Mr. C. T. Dickinson as receiver

x	P. H. Seaway.	131 43 1/2	Leaves \$123.19
	D. S. Dickinsons estate	131 43 1/2	Leaves \$173.80 unpaid of 42.3 1/2
	John Milburne	131 43 1/2	
+	A. J. Bailey	131 43 1/2	
	Wm. H. Seaway.	131 43 1/2	
	John M. Whitchard	131 43 1/2	
	John W. Bailey	131 43 1/2	
x	Alex. Ely	131 43 1/2	
+	Alexander Wagon	131 43 1/2	
x	Jonathan Dalton	131 43 1/2	Fi Fi

And any sum Mr. ^{Surgener} ~~Dickinson~~ may realize hereon he will pay out to Wm. P. Miller, S. H. Seaway, A. R. Surgener, S. S. Surgener Joseph H. Bundy in equal proportions.

Bonds No 4 & 5 On account of liabilities falling on Bonds 4 & 5. The following persons will pay the following sums to ~~ST. DENISON~~ ^{ST. DENISON} Receiver

John D. Sims	9	98
James Worley	9	98
John Melburne	9	98
George B. Melburne	9	98
John W. Bailey	9	18
James F. Jones	9	98
D. S. Dickinsons estate	7	78
Wm. R. Graham	9	78
Jonathan Dutton	9	98
A. J. Bailey	9	98
Raymond Lambert	7	98
E. B. Bell	7	98
Wm. W. Levasy	7	78

And any sum realized hereon ~~Mr. Denison~~ ^{Surgener} will pay out the same to A. R. Anderson, S. D. Surgener, Wm. P. Miller A. R. Surgener, Chas. M. Hill Dickinson Goble, S. H. Levasy and John M. Andies in equal proportions;

Bonds No 4, 5 & 6 On account of liabilities falling on Bonds No. 4, 5 & 6. The following persons will pay the following sums to ~~ST. DENISON~~ ^{ST. DENISON} Receiver

John D. Sims	12	48
James Worley	12	48
John Melburne	12	48
George B. Melburne	12	48
John W. Bailey	12	48
Jas. F. Jones	12	48
D. S. Dickinsons estate	12	48

Leys \$3.35 paid by Jones

Wm. R. Graham

12 48

Jonathan Dalton

12 48

A. J. Bailey

12 48

Waymond Lambert.

12 48

Lo. Co. Bell

12 48

Wm. W. Searcy

12 48

John M. Whitehead.

12 48

X A. M. Ely

12 48

Alexander Wynn.

12 48

And any sum which may be realized on these sums
Mr ~~Duncan~~ ^{Durgene} will pay to A. R. Durgener, A. R. Anderson
S. S. Durgener, Wm. P. Miller to M. Hill, Dickinson Goble
S. H. Searcy, John M. Audis, Joseph H. Brandy & P. H. Searcy in
equal proportions.

A. R. Durgener

as { Statement of Durgener to

W. W. Searcy & Co.

(A. B. L.)

Knows all men by these presents, That J. M^r H. Sage
of the County of Lee and State of Virginia for and in
consideration of six hundred and sixty dollars pay
ed in liabilities for said Sage as public Officer
doth grant sell bargain and convey unto James
Morley of the County of Lee and State of Virginia all
that certain parcel of land situated in the said
County lying and being on the South side of Mullins
Ridge; and described as follows: Beginning on a
white oak on the dividing line between said Sage
and a piece of land purchased by said Sage
of William Parsons on Campbells line on the top of
a ridge N 16 W to a stake in Taylors line S 50 W
with Taylors line 100 poles to a poplar N 37 poles to
2 gums and white oak thence leaving the Taylors
line and running with Russes S 3 E 134 poles to a
poplar and white oak thence N 62 W 17 poles to a
stake Russes Branch thence down said branch
8 poles to Benjamin Hills line thence 62 poles
to two hickies and Maple thence S 20 E 54 poles to a
stake thence North 5 poles to a beech corner to Wm R
Duff's land now Brasie is and McPhersons. Thence
N 45 E 14 poles to a white oak thence N 9 W 24 poles to two
white oaks two sour woods and poplar thence N 34 E 93
poles to a white oak thence S 15 E 63 poles to a white oak
in Campbells line thence with his line N 23 E 121
poles to the Beginning containing one hundred acres
be the said more or less with its appurtenances.

also one other tract of land. Beginning on two small
chestnut sawn maple and sourwood corners to said
Sages land at a branch on the lower hollow on Tay-
lors line thence South 30 West with Taylors and Sages
line 136 poles to a large poplar on the side of all thence
thence with a divisional line between Henry Turquoise
Deit and said Sage to the top of said ridge to two
chestnut trees and black walnut thence eastwardly
with the top of said ridge to said N. H. Sages land bought
of Mrs. Parsons Deit thence S. with said Sages line to the
Beginning containing fifty acres be the same
more or less. To have and to hold the said two
tracts or parcels of land ^{with all their} appurtenances to the said
James Masley and his heirs forever to the sole use of him
the said James Masley and his heirs forever. And the
N. H. Sage doth warrant and defend the said lands
to the said James Masley against all other claims &
by these presents and by these presents doth bargain
and deliver unto the said James Masley the above
named tracts of land with all their appurtenan-
ces to have and to hold forever. In witness whereof
I have hereunto affixed my name and seal this the
6th day of February 1812 the foregoing interlineation
made before signing.

William H. Sage (Seal)

Lee County Court Clerks Office the 10th day of Feb-
ruary 1812. The foregoing Indenture of bargain &
sale for land between N. H. Sage of the first part and
James Masley of the second part both of Lee County

Virginia was this day acknowledged before me
by the said Sage to be his act and deed for the pur-
pose therein mentioned and said deed & said indenture
being duly stamped is admitted to record.

Justice James M. Donnell

A copy. Justice James M. Donnell

W W Sage

To 3 Copy of Book

James Harlow

Chilist "D"

Trucking Cove, Va.
Oct. 23rd 94.

Mr. J. A. S. Hyatt,
Jonestown, Va.

Dear Sir:

Grand Pa is very
sick and can not possibly
come down the 2nd to attend
to that matter. He is bedfast.

He will be down as
soon as he is able to come.

Yours Respectfully.

Arthur Riddell

Fraley
us 3 Letter
Riddle

Octo 23rd 1893.

J. A. Hyatt

50
4 68
2 25
2 40

A. R. Sengener

Def.

vs.

In Chancery

William W. Sage & others. Defts.

Wm. M. Donald, and Andrew J. Bailey, two of the
deft Sages trustees in his bond as Sheriff, dated April
20th 1867, & John A. Sher and Randolph Lee two of
such trustees in said Sages bond, dated Nov. 15-1867,
and Russell J. Milham, and Thomas S. Ely admt. of Hiram
Ely decd. two of the trustees in said Sages bond dated
Dec. 20th 1867, except to the action of Commissioner
Wm. A. Orr, in charging and reporting the sum of \$365.50
as a charge on the trustees in the 6 separate bonds executed
by said Sage as such sheriff and collector of taxes, Defts.
say, that neither they, or any of their co. trustees at any
time incurred any expense legally & peacefully chargeable on
said three bonds or on any land or lands, ^{in which they are interested} and because there
is no evidence in the case showing that these acceptors
and their co. obligors in said three bonds, are in any way liable
for any part of said sum or any other sum in the way of
incidental charges resting upon them as trustees in said three
bonds.

The above named acceptors, together with Aaron
Anderson, James F. Jones, Dickinson Gobble, Charles M.
Hill and James Worley, except ^{further} to said Commissioner
Wm. A. Orr. Defend in the cause generally

First because payments were made by these acceptors and
others their co. obligors on liabilities of said Sage as such Sheriff
before his account and report was made of which he
took no notice although the proof was before him

Secondly Because these speculators and others their co
obligors since said account and report was made have
paid into sundry Sums of Money on Sages liabilities
and expenses incident thereto and growing out of that
matter which ought to be adjusted therein before a
decree is entered thereon settling the rights of the
parties, as is fully shown by papers herein submitted
marked 1, 2, 3, 4, 5, 6, 7, 8, 9, & 10. And

Thirdly Because said report and exhibits therewith are
too indefinite and uncertain to found a decree thereon since
all matters connected therewith has not been taken into the
account by said commissioners—

Agues & Morgan for Executors.

William McDonald et al

Ads. } Exceptions.

A. H. Surgeon

Wm Mc Donald & al

ads.

In Chancery.

A R Surgeson

The said William Mc Donald, and Andrew Bailey two of dft. Sages sureties in his official bond as Sheriff dated April 20- 1869, & John A. Mott and Randolph Nee two of such sureties in bond dated Nov. 18- 1869. And Russell J. Milham and Thos S Ely adrs. of Hiram Ely decd. two of the sureties in said Sages bond dated Dec. 20th. 1869, except to the action of Comptroller Wm. A. Orr. both as to his action in his first and second reports in this cause in charging and reporting the sum off as a joint charge on the surety in the 6. Separate bonds executed by said Sage during his continuance in office as Sheriff of Lee County and as Tax collector thereof, because they say that neither they or any of their Co. obligors in said three bonds, ever, or at any time, incurred any expense which is legally or properly chargeable on said three bonds, or on any other bond. And they further say that they not having incurred any expense in the way of lawyers fees or otherwise to defend claims brought against said three bonds, that they cannot and ought not to be charged or held to account for any part of such expense incurred in defence of suits and claims brought and prosecuted against the other three bonds. but that such proper expense and charges must be adjusted among the sureties in said last named bonds.

These exceptors admit that the reasonable costs of

this suit ought to be paid out of what may be realized thereby, and they say that a sum sufficient for that purpose has already been realized out of the effects of the deft Sage; and that the same is now in the hands of the Ref as receiver in this cause.

2 The above named exceptors together with Aaron R. Andrews or James F. Jones Dickinson Goble and Charles M. Hill except further to the action of Commissioner William A. Orr in allowing as charges the first 7 items set out in his "statement of amounts for which all bonds are liable" referred to by him in both his first and second reports. Because they say that the paper on which said charges are based, shows on its face that the same were executed by the obligors therein as a fee to the attorneys therein named in the nature of a retainers fee, for the counsel thereby employed reserve to themselves the right to prosecute against Sage and his sureties the most important claims then pending and unsatisfied against said Sage and his sureties and this being its character these exceptors say that Bond. Orr erred in allowing the same as charge in favor of any of the obligors therein.

3 The said exceptors further object to said 7 items because they say that the paper (118) shows upon its face that the obligors therein expressly stipulated ~~therein~~ for the services of Messrs Hagan & Bridenbark in any and all questions of dispute that may arise between the obligors therein and the other sureties of said Sage, and to allow

the same as a charge is to make the other sureties of said Sage pay to the obligors therein lawyers fees disigned and contracted to be rendered for the said obligors and against the interest of all the other sureties of said Sage which is inequitable and unjust & not sanctioned by law.

4 James F. Jones, Dickinson Gobble Charles M. Hill, and James Worley except to the action of Commissioner ^{Ors.} in allowing the first three items in his Statement of the liabilities resting jointly on bonds No. 4, 5, & 6. Because they say paper No. 123 on which said allowances were based, shows upon its face that the obligors therein employed R. A. Ayres to prosecute a compromise with the Auditor of public accounts in relation to two judgments rendered on bonds 4 & 5. And exceptors say that such compromise was effected so far as A. R. Surgenner, S. S. Surgenner & A. R. Anderson is concerned and hence was improper to be allowed as a charge in this cause, the obligors therein having received full compensation in and by said compromise

5 Dickinson Gobble, A. J. Bailey James M. Worley and Charles M. Hill four of the surety in bond No. 4, except to items two and three as set out and shown on "Statement of bond 4" filed with Commissioner Ors second report. Because they say that said second item is for a fee agreed to be paid R. A. Ayres in the event that no judgment should be rendered against the obligor in the bond on which

said allowance is based. untill the statute of limitations
could bar a recovery against S. H. Lacey, And these ex-
citors say, that no judgment has been rendered against him
and cannot now be, because of limitation, And these
excitors further say that as said Lacey paid that
fee to protect himself and to throw a greater burden
upon his co-bondsman it is both inequitable and
unjust that he should come in now and charge them
with any part thereof. (see paper B. filed with said statement)

6
As to item three in said Statement of \$200.00 allowed
by Court Orr, these excitors say, that Col. Pridemore's
"Statement of payments" filed with said Comptroller second report,
shows that C. J. Duncan paid to said A. L. Pridemore
for Jonathan Dalton the sum of \$100.00 and with that
sum and \$18.40 added thereto by said A. L. Pridemore
he purchased two Virginia Consol Bonds for \$100 each
and paid the same to the Auditor of public accounts, &
took the auditors receipt for said two bonds in the
name of said Dalton. (see receipt marked C) These
excitors say said allowance to said Dalton should
be for \$100 - and that \$18.40 is due to Col Pridemore
and not to Dalton. and this is the utmost that should
be allowed on account thereof.

7
The said Dickinson Gobble excitors to the action of
Comptroller Wm. A. Orr as shown and set out in paper
X. filed with said second report in this that said
Comptroller therein forwards that said Jonathan

Dutton shall recover back from Wm. P. Miller \$27.27
from J. M. Andis \$66.57 and from this executor \$66.57
amounting in the aggregate to \$160.41 which would
do pretty well for him, if he can be allowed to pay
into a greatly losing business \$100. and in account
thereof to draw from his proposed co bondsmen \$160.41

For these reasons and others to be assigned at bar
executors pray that said two reports be quashed
and the cause re-committed.

Ayers & Morgan for
Executors.

April 2 1883.

Wm. M. Donald sal

As } Exceptions

A R Surgenes

The Commonwealth of Virginia;
to the Sheriff of Lee County, greeting:

Whereas J. H. Surgeson at a Circuit
Court for the County of Lee, at the Court House,
on the 27. day of March 1884 by a decree
of our said Court, recovered against J. H.
Surgeson \$658.72, with ^{legal} interest thereon from
the 14. day of June 1881. His payment, and
also \$1.13 Costs, whereof the said J. H. Surgeson
is convicted, as by the record thereof in
our said Court manifestly appears.

And afterwards the said J. H. Surgeson
died intestate, since whose death adminis-
tration of the personal Estate of the said de-
ceased has been granted to James H. Orr.

And now on behalf of the said James
H. Orr, as such Administrator as aforesaid, it is
said that, although ^{a decree was} ~~granted~~ ^{was} given as aforesaid,
yet execution of the decree interest
and Costs as aforesaid, still remains
to be made.

Therefore at the instance of the said James
H. Orr as aforesaid, we Command you
that you make known to the said J. H. Surgeson
that he be before the Judge of our said Court ^{at the Court House} on
the first day of next Term (March 1884) to show
if they had any thing to say why the said James
H. Orr as such Administrator, ought not to have execution
against him of the debt, interest and Costs aforesaid,
according to the decree aforesaid, and have there
then this writ, witness J. H. Orr's Clerk of our
said Court at the Court House the 5 day of March
1884 in the 110 Year of the Commonwealth. J. H. Orr's Clerk
J. H. Orr's Clerk

at the moment

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF LEE COUNTY—GREETING,

We Command you to Summon

To appear at the Clerk's Office of the Circuit Court of Lee county, at the Court-House, on the first Monday in *Nov* next, being rule, to answer a bill in Chancery, exhibited in our said Court against *James*

by

And have then there this writ. Witness, JAMES W. ORR, Clerk of our said Court, at the Court-House, this 14th day of January, 1807, in the 10th year of the Commonwealth.

Clerk.

20

3.50

1.18

1.18

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1.18

1.18

1.18

1.18

1.18

1.18

1.18

1.18

1.18

H. R. Sargenter

W. H. Sargenter

W. H. Sargenter

W. H. Sargenter

W. H. Sargenter

W. H. Sargenter

W. H. Sargenter

W. H. Sargenter

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W. H. Sargenter

W. H. Sargenter

W. H. Sargenter

W. H. Sargenter

W. H. Sargenter

S. S. Sargenter

James F. Sargenter

John A. Sargenter

Hiram Sargenter

Greenbury Sargenter

Walter Sargenter

Walter Sargenter

Walter Sargenter

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Walter Sargenter

Walter Sargenter

Walter Sargenter

Walter Sargenter

Walter Sargenter

The Commonwealth of Virginia,

To the Sheriff of Lee County - - - Greeting:

We Command you to Summon

*A. L. Pridemore, Wm. A. Orr,
Wm. D. Miller, H. J. Morgan and
S. H. Livsey*

me at the clerk's office
To appear before the ~~Judge of our~~ Circuit Court of Lee, at the Court-House, on the *16th* day of August
~~There~~ next, to testify and the truth to speak in behalf of *A. R. Surgenor et al*
in certain matters of controversy pending in our said Court between *Said Surgenor et al*

on a ~~Cross Bill~~

PAINTIFF, and

Wm. W. Sage, James

Worley et al

DEFENDANT. And this *they* shall in no wise omit under penalty of

Twenty Dollars. And have then there this writ. Witness JOHN A. G. HYATT ~~Clerk~~ *Cour. in Chcy ro* of our said court

at the Court-House this *11th* day of *Aug*, 1882; in the *107* year of the Commonwealth

J. A. G. Hyatt ~~CLERK~~

Cour. in Chcy ro

A. R. Surgenor
vs 3 Spa for unit

Wm W. Sage et al

To 16 day Aug. 1882.

We accept legal service
of within summons
this 11th Aug. 1882,

Wm D. H. H. H.

A. S. Ordernore

J. J. Morgan

Wm A. Orr

VIRGINIA :—In the Clerk's office of the Circuit Court of Lee county, the 14th day of January, 1881.

A. R. SURGENER,

Plaintiff,

against

Wm. W. Sage et als.,

Defendants.

IN AHINCERY, ON A CROSS BILL.

The object of this suit is to ascertain and settle the liabilities of Wm W Sage late sheriff and tax collector of said county and his securities in his several official bonds as such : and to subject to the payment of said liabilities any estate owned by said Sage, and to set aside as fraudulent, certain conveyances of certain lands in the bill mentioned, made by said Sage and others and subject such lands to the payment of said liabilities : and to have contribution made by and among said securities in his said official bonds and it appearing from an affidavit filed in the cause that Jonathan Dalton, W W Levacy, Wm R Graham, Wayman Lambert, Joseph Lowe, Joseph H Bundy Geo B Milbourn, P H Levacy and Alexander Wynn, are non residents of this State, it is ordered that they appear here within one month after due publication of this order and do what is necessary to protect their interest in this suit. A copy—Teste,
prf\$750j21 JAMES W. ORR, clerk.

May, A. R. Sargen.

In acc. With the "Sentinel."

1881

July	25	For printing annexed by Order & weeks.	\$7.50
		Recd. By mail	
		by A. R. Sargen.	
		Charles M. Longley	
		for Wilson.	

May. A. R. Surgeon
to Lu Rile #750
Lu Co. "Sentinel"

Lu Co.